

11399182



Fidelity National Title[®]

Insurance Company

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

Date: 10/12/2023
Invoice No: 11399182
Unit #: 03000.643141
Customer Ref #: 23-41364-R

TO: Acquisition Title and Settlement Agency, Inc.
Kathi Anderson
3140 Chaparral Drive, SW
Roanoke, VA 24018

RE: Buyer: Woltz & Associates, Inc.

Property: 0 3rd Street,
Vinton, VA 24179
County/Parcel: 070.08-01-01.07-
0000

0 Wyndham Dr,
Vinton, VA 24179
County/Parcel: 070.08-01-01.00-
0000

Seller: Falcun Corp

Notes: 2 PARCELS

Date	Code	Product Description	Liability	Charge Amount
10/12/2023	5500	Roanoke - Search and Exam	\$0.00	\$185.00
Invoice Total:				\$185.00

Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

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

Date: 10/12/2023
Invoice No: 11399182
Unit #: 03000.643141
Contact: Acquisition Title and
Settlement Agency, Inc.

Check # _____
Amount Enclosed _____

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: 11399182

CUSTOMER: *Acquisition Title & Settlement*

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

Falcun Corp.

(X) corp

(X) UNDER THE FOLLOWING DEEDS:

Grantor(s): *F W C Corporation*

Dated: 5/23/1973

Recorded: 5/20/1973

Deed Book & Pg./Inst. No: 973-220

Grantor(s): *The Town of Vinton, Virginia*

Dated: 2/2/1995

Recorded: 6/26/1995

Deed Book & Pg./Inst. No: 1477-1041

THE PROPERTY LIES IN THE *County of Roanoke*, VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:

Parcel 1 - 070.08-01-01.00-0000

The remaining property conveyed to Falcun Corp. by deed dated 5/23/1973, recorded DB 973-220 containing approximately 6.3777 AC

(X) New legal description will need to be created

Parcel 2 - 070.08-01-01.07-0000

Remaining portion of Lot 1, containing 3.563 AC, shown on plat recorded PB 18-23

(X) Use description in *Plat* recorded in/as *PB 18-23*

Appurtenant easements examined: ☒ NO YES
See add'l info in Other Matters.

DEEDS OF TRUST: (X) None

JUDGMENTS: (X) None

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: *FALCUN CORP*

Assessed Description: *REMAINING PROP OF CALCUN CORP N ROANOKE RIVER*

Tax Map/ID# *070080101000000*

Land \$ *173,800*

Improvements \$ *0*

Total \$ *173,800*

Annual Amt \$ *1,842.28*

Taxes Payable on: *6/5 & 12/5*

Taxes Paid Thru: *1st half 2023*

Delinquent Taxes: *None*

Taxes a Lien, Not Yet Due: *2nd half 2023*

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: *Town of Vinton taxes of \$121.66 paid through 2023*

Property Address (not warranted): *WYNDHAM DRIVE*

Assessed Owner: *FALCUN CORP*

Assessed Description: *MAJ PT LOT 1 SOUTH VINTON INDUSTRIAL PARK*

Tax Map/ID# *070080101070000*

Land \$ *108,900*

Improvements \$ *0*

Total \$ *108,900*

Annual Amt \$ *1,154.34*

Taxes Payable on: *6/5 & 12/5*

Taxes Paid Thru: *1st half 2023*

Delinquent Taxes: *None*

Taxes a Lien, Not Yet Due: *2nd half 2023*

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: *Town of Vinton taxes of \$76.23 through 2023*

Property Address (not warranted): *3rd Street*

RESTRICTIONS AND/OR DECLARATIONS: (*Parcel 2*)

Dated: *7/24/1986* Recorded: *8/6/1986* Deed Book & Pg./Inst. No: *1242-1090*

Amendments at: *1250-161*

Contain Reverter: (X) Yes

Contain Easements (not shown on subd. plat): (X) No

Contain Minimum Building Line not shown on subd. plat: (X) Yes

Contain Assessments: (X) No

DEEDED EASEMENTS:

From: *Loula P. Vinyard, et al*

To: *AEPCO*

Dated: *4/20/1941*

Deed Book & Pg./Inst. No: *295-38*

From: *Loula P. Vinyard, et al*

To: *AEPCO*

Dated: *4/23/1947*

Deed Book & Pg./Inst. No: *367-504*

From: *Patrick L. Wingfield & Gladys E. Wingfield*

To: *Town of Vinton*

Dated: *1/7/1965*

Deed Book & Pg./Inst. No: *762-74*

From: *Patrick L. Wingfield, et al*

To: *Briarcliff Surf Club, Inc.*

Dated: *2/23/1965*

Deed Book & Pg./Inst. No: *765-513*

From: *Falcun Corp.*

To: *APCO*

Dated: *11/8/1974*

Deed Book & Pg./Inst. No: *1010-313*

From: *Falcun Corporation*

To: *APCO*

Dated: *7/9/1984*

Deed Book & Pg./Inst. No: *1209-1947*

From: *Falcun Corporation*

To: *APCO*

Dated: *9/20/1993*

Deed Book & Pg./Inst. No: *1425-883*

From: *Falcun Corporation*

To: *Town of Vinton*

Dated: *9/12/1996*

Deed Book & Pg./Inst. No: *1536-1918*

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as *973-223*:

1. 12' SSE along southeasterly side of property
2. 10' Chesapeake & Potomac Telephone easement along easterly side of property
3. Portion of an old APCO road leading to the APCO dam which road runs along southeasterly corner of property

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as *PB 18-23*:

1. 15' PUE with sanitary sewer manhole running through western portion of Lot
2. MBL of 20' on the east and west of lot
3. MBL of 25' adjacent to 3rd Street
4. Resubdivision of Lot 1 creating New Lot 1-A & Remaining Portion of Lot 1

SHOWN ON OTHER PLATS OF RECORD as follows:

1. Plat recorded as *PB 10-21* showing: *Original boundaries of Lot 1*

ACCESS:

(X) Public street(s) named: *3rd Street SW, Wyndham Drive & Niagara Rd.*

OTHER MATTERS: (X) None

SEARCH TYPE: (X) Standard residential

BACK TITLE INFO RELIED UPON IS Policy/Case # *Limited back title policy #VW128165Yroa.*

EFFECTIVE DATE: *10/5/2023 @ 8:00 A.M.*

SEARCHER: Will Bullington

THIS REPORT CONSISTS OF 4 PAGES, excluding document copies, adverse sheets, etc



Real Estate

View Bill

View bill image

As of	10/12/2023
Bill Year	2023
Bill	23025368
Owner	FALCUN CORP
Parcel ID	070080101000000

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	6/5/2023	\$921.14	\$921.14	\$0.00	\$0.00	\$0.00
2	12/5/2023	\$921.14	\$0.00	\$921.14	\$0.00	\$0.00
TOTAL		\$1,842.28	\$921.14	\$921.14	\$0.00	\$0.00

Add to Cart



Real Estate Assessment

Owner	FALCUN CORP
Parcel ID	070080101000000
Bill Year	2023

Assessment Values

	Gross Assessment
Land	\$173,800.00
Building	\$0.00
Total	\$173,800.00

	Class	Description	Area	Deferments	Net Assessment
LAND	0300	MFR	6.570 Acres	\$0.00	\$173,800.00
Total					\$173,800.00



Real Estate

View Bill

View bill image

As of	10/12/2023
Bill Year	2023
Bill	23025375
Owner	FALCUN CORP
Parcel ID	070080101070000

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	6/5/2023	\$577.17	\$577.17	\$0.00	\$0.00	\$0.00
2	12/5/2023	\$577.17	\$0.00	\$577.17	\$0.00	\$0.00
TOTAL		\$1,154.34	\$577.17	\$577.17	\$0.00	\$0.00

Add to Cart



Real Estate

Assessment

Owner	FALCUN CORP
Parcel ID	070080101070000
Bill Year	2023

Assessment Values

	Gross Assessment
Land	\$108,900.00
Building	\$0.00
Total	\$108,900.00

	Class	Description	Area	Deferments	Net Assessment
LAND	0400	CI	3.560 Acres	\$0.00	\$108,900.00
Total					\$108,900.00

KNOW MEN BY THESE PRESENTS TO WIT:

THAT FALCUN CORP. IS THE FEE SIMPLE OWNER OF THE PROPERTY SHOWN HEREON, SAID PROPERTY BEING A PORTION OF THE PROPERTY CONVEYED TO SAID OWNER BY DEED BEARING THE DATE OF FEBRUARY 2, 1995, OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VIRGINIA, IN DEED BOOK 1477, AT PAGE 1041.

THE SUBDIVISION AND PLATTING OF THE HEREON SHOWN PROPERTY HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AS REQUIRED BY SECTION 15.1-465 THROUGH 15.1-485 OF THE CODE OF VIRGINIA, AS AMENDED AND THE SUBDIVISION ORDINANCE OF THE TOWN OF VINTON.

BY:

Richard S. Wilkey Jr. 5/11/95
FOR FALCUN CORPORATION DATE

TITLE: Vice President

NOTARY'S CERTIFICATE

STATE OF VIRGINIA AT LARGE

COUNTY/CITY OF Roanoke

I, Shirley O. Wilkey Jr., A NOTARY PUBLIC IN AND FOR THE AFFORSAID County AND STATE, DO HEREBY CERTIFY THAT

Richard S. Wilkey Jr.

PERSONALLY APPEARED BEFORE ME IN MY JURISDICTION AND ACKNOWLEDGED THE SAME ON August 11, 1995.

MY COMMISSION EXPIRES ON November 30, 1996.

Shirley O. Wilkey Jr.
NOTARY PUBLIC

NOTES:

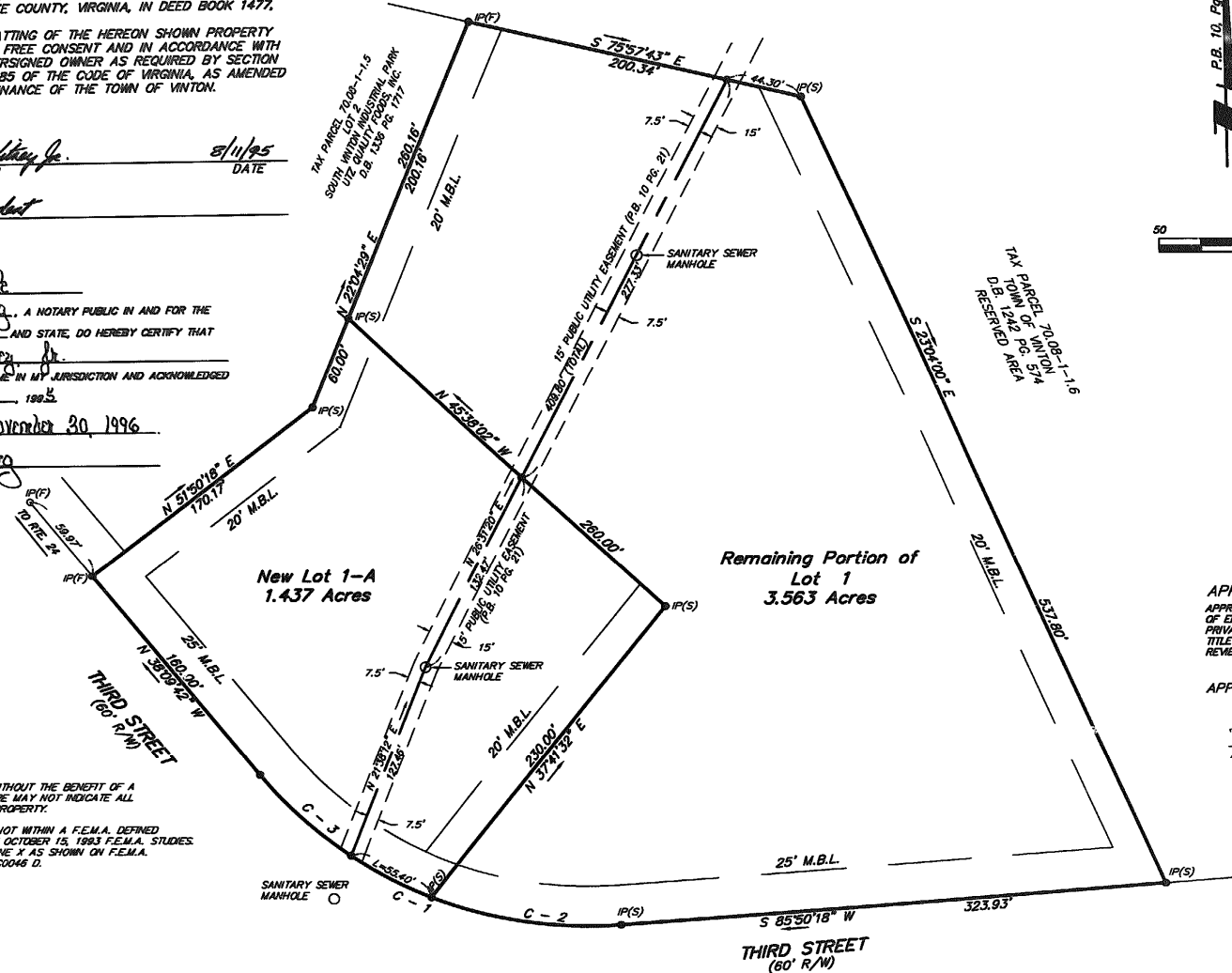
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
2. THE SUBJECT PROPERTY IS NOT WITHIN A F.E.M.A. DEFINED FLOOD HAZARD ZONE AS OF OCTOBER 15, 1993 F.E.M.A. STUDIES. THE PROPERTY IS WITHIN ZONE X AS SHOWN ON F.E.M.A. COMMUNITY PANEL No. 51161C0046 D.

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VIRGINIA, THIS PLAT, WITH THE CERTIFICATE OF ACKNOWLEDGEMENT THEREON ANNEXED IS ADMITTED TO RECORD ON 8/16/95, 1995, AT 10:53:02 O'CLOCK P.M.

TESTEE: STEVEN A. MCGRAW, Clerk, CLERK

Robert Chase
DEPUTY CLERK

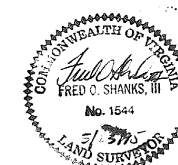
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C - 1	250.00'	244.35'	132.93'	234.74'	N 66°09'42" W	56°00'00"
C - 2	250.00'	114.35'	58.19'	113.33'	N 81°03'31" W	26°12'22"
C - 3	250.00'	130.00'	66.51'	129.54'	N 53°03'31" W	29°47'38"



SURVEYOR'S CERTIFICATION:

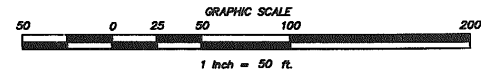
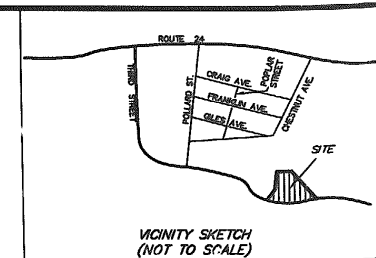
I HEREBY CERTIFY THAT THIS PLAT AND SUBDIVISION WAS MADE BY ME AT THE DIRECTION OF THE OWNERS, AND THAT THE SUBDIVISION IS ENTIRELY WITHIN THE BOUNDARIES OF THE LAND OWNED BY THE SUBDIVIDERS. I FURTHER CERTIFY THAT THE MONUMENTS SHOWN ON THIS PLAT ACTUALLY HAVE BEEN PLACED AND THAT THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN. THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES AS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND LANDSCAPE ARCHITECTS.

Fred O. Shanks, III
FRED O. SHANKS, III
Land Surveyor # 1544



RESUBDIVISION PLAT
OF
LOT 1
OF THE
SOUTH VINTON INDUSTRIAL PARK
FOR
E Z MOUNT BRACKET COMPANY
AND THE
FALCUN CORP.
BEING
TAX PARCEL 70.08-1-1.7
LOCATED IN
TOWN OF VINTON
VINTON MAGISTERIAL DISTRICT
ROANOKE COUNTY, VIRGINIA

SHANKS ASSOCIATES, P.C.
ENGINEERS - SURVEYORS - PLANNERS
313 LUCK AVENUE
ROANOKE, VIRGINIA 24016
(703) 343-6685
DATE: 05/23/95 SCALE: 1" = 50'
CALC: JRA DRAWN BY: CEG
CREW: JWC F.B.: 93.04
CHECKED BY: For JOB NO.: 695018



APPROVAL:

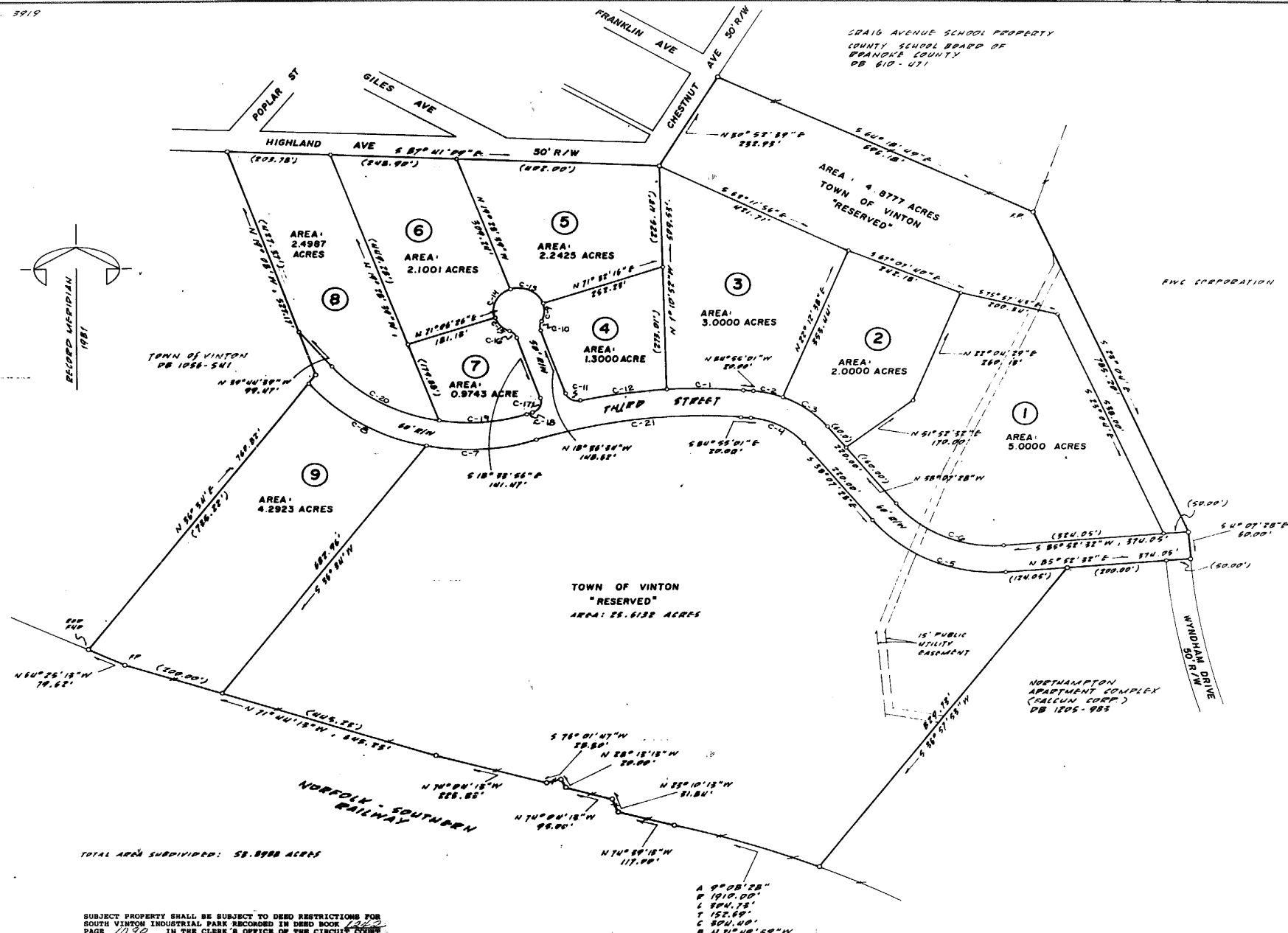
APPROVAL HEREOF BY TOWN OF VINTON PLANNING COMMISSION IS FOR PURPOSES OF ENSURING COMPLIANCE WITH THE TOWN OF VINTON SUBDIVISION ORDINANCE. PRIVATE MATTERS, SUCH AS COMPLIANCE WITH RESTRICTIVE COVENANTS OR OTHER TITLE REQUIREMENTS, APPLICABLE TO THE PROPERTIES SHOWN HEREON ARE NOT REVIEWED OR APPROVED WITH REGARD TO THIS SUBDIVISION OR RESUBDIVISION.

APPROVED:

B. Clinton Gaddum, III 8/11/95
AGENT - TOWN OF VINTON PLANNING COMMISSION DATE

RECORDS: 28 912-220 & T.P. PARKER & SON MAP W.O. 3919

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEG
1	0°20'30"	1080.00	104.98	77.31	104.22	8 88°05'19"E
2	18°25'35"	210.00	80.21	30.31	80.00	8 76°42'14"E
3	30°51'58"	210.00	111.30	58.88	110.00	8 53°18'27"E
4	45°47'34"	150.00	122.50	84.80	118.13	8 81°31'14"E
5	59°00'00"	310.00	302.88	164.83	281.07	8 88°07'38"E
6	58°00'00"	250.00	244.35	132.63	234.74	8 88°07'38"E
7	30°38'07"	410.00	218.88	112.17	238.38	8 88°07'38"E
8	18°20'28"	410.00	274.35	142.54	285.27	8 88°07'38"E
9	47°35'18"	50.00	41.54	25.08	40.38	8 04°54'35"E
10	48°11'23"	25.00	21.03	11.18	20.41	8 04°57'03"E
11	63°15'44"	25.00	38.33	22.22	33.22	8 81°08'31"E
12	8°28'45"	1080.00	173.37	87.88	173.17	8 88°00'00"E
13	50°35'05"	50.00	78.03	50.51	71.07	8 84°51'08"E
14	88°24'46"	50.00	78.03	48.48	70.35	8 29°48'54"E
15	48°48'28"	50.00	42.58	22.87	41.38	8 43°18'48"E
16	48°11'23"	25.00	21.03	11.18	20.41	8 43°34'20"E
17	91°28'31"	25.00	38.80	25.84	35.80	8 28°14'37"E
18	0°38'08"	1080.00	12.08	6.03	12.08	8 71°38'19"E
19	08°27'27"	350.00	173.84	88.75	172.08	8 85°32'28"E
20	40°28'08"	350.00	247.31	128.07	242.50	8 59°58'13"E
21	23°45'13"	1000.00	414.81	210.46	411.30	8 83°11'52"E



CLERK'S CERTIFICATE

IN THE CLERK'S OFFICE FOR THE CIRCUIT COURT OF THE COUNTY OF ROANOKE VIRGINIA THIS 6th DAY OF JULY 1986 THIS INSTRUMENT WAS PRESENTED, AND WITH CERTIFICATE OF ACKNOWLEDGEMENT THEREOF ANNEXED, ADMITTED TO RECORD AT 14:30 O'CLOCK.

ATTEST *Elizabeth K. Stokes*
CLERK

BY *Walter F. Kahn*
DEPUTY CLERK

SOURCE OF TITLE

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THE HEREIN DELINEATED "SUBDIVISION PLAT OF SOUTH VINTON INDUSTRIAL PARK" DATED 31 OCTOBER, 1985, IS ALL OF THAT LAND ACQUIRED BY TOWN OF VINTON FROM TALCUM CORPORATION, A VIRGINIA CORPORATION, BY DEED DATED 1-10-85, RECORDED IN DEED BOOK 1-1-85, PAGE 2-1-85, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VIRGINIA, TO WHICH ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

JOSEPH C. DRAPER C.L.S. 946 & 161



APPROVED BY VINTON TOWN COUNCIL BY ORDER NO. 735 ON JULY 15, 1986.

TOTAL AREA SUBDIVIDED: 58.8988 ACRES

SUBJECT PROPERTY SHALL BE SUBJECT TO DEED RESTRICTIONS FOR SOUTH VINTON INDUSTRIAL PARK RECORDED IN DEED BOOK 1-1-85, PAGE 2-1-85, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VIRGINIA.

DRAPER - ADEN ASSOCIATES, INC.
CONSULTING ENGINEERS
BLACKSBURG, VIRGINIA

DESIGNED DSH
DRAWN DLD
CHECKED DSH JCD
DATE 31 OCTOBER, 1985

SUBDIVISION PLAT OF
SOUTH VINTON INDUSTRIAL PARK
TOWN OF VINTON, VIRGINIA

LOCATED IN
TOWN OF VINTON
ROANOKE COUNTY, VIRGINIA

REVISIONS:
INDEXED

SCALE: 1" = 100'
PLAN No T-4089

SHEET
1 OF 1

Mailed 6/8/73
Falcon Corp.
P.O. Box 476
Reno, NV

BOOK 973 PAGE 220

3119

THIS DEED made and entered into this the 23rd day of May, 1973
by and between F W C CORPORATION, party of the first part, and FALCON CORP.,
party of the second part.

W I T N E S S E T H ;

THAT FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars
(\$10.00) cash in hand paid by the party of the second part to the party
of the first part, and other good and valuable consideration, the receipt
of which is hereby acknowledged, the party of the first part does hereby
grant, bargain, sell and convey, with General Warranty of Title and with
English Covenants of title, unto the party of the second part, its successors
or assigns forever, all of the following lot or parcel of land situated
in the Town of Vinton, County of Roanoke, State of Virginia and described
as follows, to-wit:

✓ BEGINNING at a point at corner No. 1 on the northerly side
of Norfolk & Western Railway property, being also the southwesterly
corner of Block 3, Vinton Heights (Plat Book 6, page 53);
thence with the northerly line of the Norfolk & Western
Railway property N. 56° 15' 35" W. 37.53 ft. to a point
at 2; thence with the line of Appalachian Power Company
property (2.84 acre tract) N. 11° 30' E. 125.00 ft. to a
point at 3; thence N. 65° 50' W. 308.00 ft. to a point at
4; thence N. 36° 55' W. 325.00 ft. to a point at 5; thence
N. 20° 00' W. 167.00 ft. to a point at 6; thence N. 40°
30' W. 141.00 ft. to a point at 7; thence N. 68° 55' W.
112.00 ft. to a point at 8; thence N. 49° 30' W. 390.00
ft. to a point at 9; thence S. 4° 30' W. 132.00 ft. to a
point at 10 on the northerly side of Norfolk and Western
Railway property; thence with the line of same along the
arc of a circle to the left, whose radius is 1910.00 ft.
whose chord is N. 65° 45' 45" W. 611.71 ft., an arc distance
of 614.35 ft. to a point at 11; thence N. 74° 21' W. 117.00
ft. to point at 12; thence N. 22° 52' W. 31.84 ft. to a
point at 13; thence N. 73° 46' W. 95.00 ft. to a point at
14; thence N. 27° 55' W. 20.00 ft. to a point at 15; thence
S. 76° 20' W. 28.80 ft. to a point at 16; thence N. 73°
46' W. 225.83 ft. to a point at 17; thence N. 71° 26' W.
645.23 ft. to a point at 18; thence N. 64° 07' W. 79.62
ft. to a point at 19; thence with the line of Town of Vinton
property N. 36° 34' E. 760.82 ft. to a point at 20; thence
N. 19° 08' W. 527.17 ft. to a point at 21 on the south side
of Chestnut Street; thence with the south side of Chestnut
Street S. 86° 53' 15" E. 857.57 ft. to a point at 22; thence
N. 31° 07' 30" E. 240.63 ft. to a point at 23; thence with
the southerly line of Roanoke County School Board property
S. 64° 05' 25" E. 696.18 ft. to a point at 24; thence N.

18° 16' 40" E. 493.09 ft. to a point at 25; thence with the southerly line of Block 2, Map of Timberidge Farms (Plat Book 6, page 7) S. 58° 24' 10" E. 192.55 ft. to a point at 26; thence S. 71° 54' 20" E. 1001.90 ft. to a point at 27; thence leaving the line of Timberidge Farms, S. 4° 58' 40" E. 142.76 ft. to a point at 28; thence with the northerly line of Oak Grove Development Corporation Swim Club Tract S. 85° 01' 20" W. 369.15 ft. to a point at 29; thence S. 44° 10' 30" E. 1172.81 ft. to a point at 30; thence N. 68° 44' E. 74.54 ft. to a point on the southwesterly side of Niagara Road at 31; thence with the southwesterly side of Niagara Road S. 21° 16' E. 393.92 ft. to a point at 32; thence S. 49° 46' E. 180.00 ft. to a point at 33; thence S. 22° 23' E. 102.60 ft. to a point at 34; at the intersection with the westerly side of Wyndham Drive; thence with the westerly side of Wyndham Drive S. 52° 51' 36" W. 241.40 ft. to a point at 35; thence with the arc of a circle to the right, whose radius is 155.01 ft., whose chord is S. 89° 25' 45" W. 184.71 ft., an arc distance of 197.88 ft. to a point at 36; thence still with Wyndham Drive N. 54° 00' W. 65.00 ft. to a point at 37; thence with the outside lines of Section No. 1, Map of Southampton (Plat Book 7, page 42) N. 7° 30' W. 254.61 ft. to a point at 38; thence S. 82° 30' W. 67.47 ft. to a point at 39; thence N. 31° 08' W. 230.00 ft. to a point at 40; thence N. 44° 16' W. 230.00 ft. to a point at 41; thence S. 45° 44' W. 197.98 ft. to a point at 42; at the northwesterly end of Southampton Drive; thence leaving Southampton Drive, S. 59° 55' 40" W. 155.20 ft. to a point at 43; thence N. 56° 58' W. 150.00 ft. to a point at 44; thence S. 33° 02' W. 210.00 ft. crossing the westerly end of Wyndham Drive to a point at 45; thence S. 57° 00' E. 505.00 ft. to a point at 46; thence N. 61° 48' 16" E. 902.27 ft. to a point on the southerly side of Wyndham Drive at 47; thence with Wyndham Drive, S. 54° 00' E. 65.00 ft. to a point at 48; thence with the arc of a circle to the left, whose radius is 205.01 ft., whose chord is N. 89° 25' 45" E. 244.29 ft., an arc distance of 261.70 ft. to a point at 49; thence still with Wyndham Drive, N. 52° 51' 36" E. 228.23 ft. to a point at the intersection with the southwesterly side of Niagara Road at 50; thence with Niagara Road, S. 22° 23' E. 203.70 ft. to a point at 51; thence generally along the center of the old roadway leading to Appalachian Power Co. dam, S. 37° 08' E. 564.75 ft. to a point at 52; thence S. 44° 28' E. 115.30 ft. to a point at 53; thence with the westerly lines of Block 3, Vinton Heights (Plat Book 6, page 53) S. 63° 44' 30" W. 493.30 ft. to a point at 54; thence S. 30° 24' W. 109.90 ft. to a point at 55; thence S. 44° 15' 20" W. 267.63 ft. to a point at 56; thence S. 2° 00' W. 500.00 ft. to the BEGINNING, containing 154.36 acres, and being as shown on Map made by T. P. Parker and Son, Engineers and Surveyors, dated May 21, 1973, attached hereto and made a part hereof and

BEING part of the same property conveyed to the party of the first part by Deed from Lowe's Companies, Inc., dated June 10, 1969, and recorded in Deed Book 878, page 53, in the aforesaid Clerk's Office.

BOOK 973 PAGE 222

THIS deed is made subject to all easements, restrictions and conditions of record affecting the hereinabove described property.

WITNESS the following signature and seal:

F W C CORPORATION

By [Signature]
President



[Signature]
Secretary

STATE OF VIRGINIA
CITY OF ROANOKE

To Wit;

The foregoing instrument was acknowledged before me this 29th day of May, 1973 by Horace G. Fralin and Elbert H. Waldron, President and Secretary respectively of F W C Corporation, a Virginia Corporation, on behalf of said Corporation.

[Signature]
Notary Public

My commission expires: 5-23-75

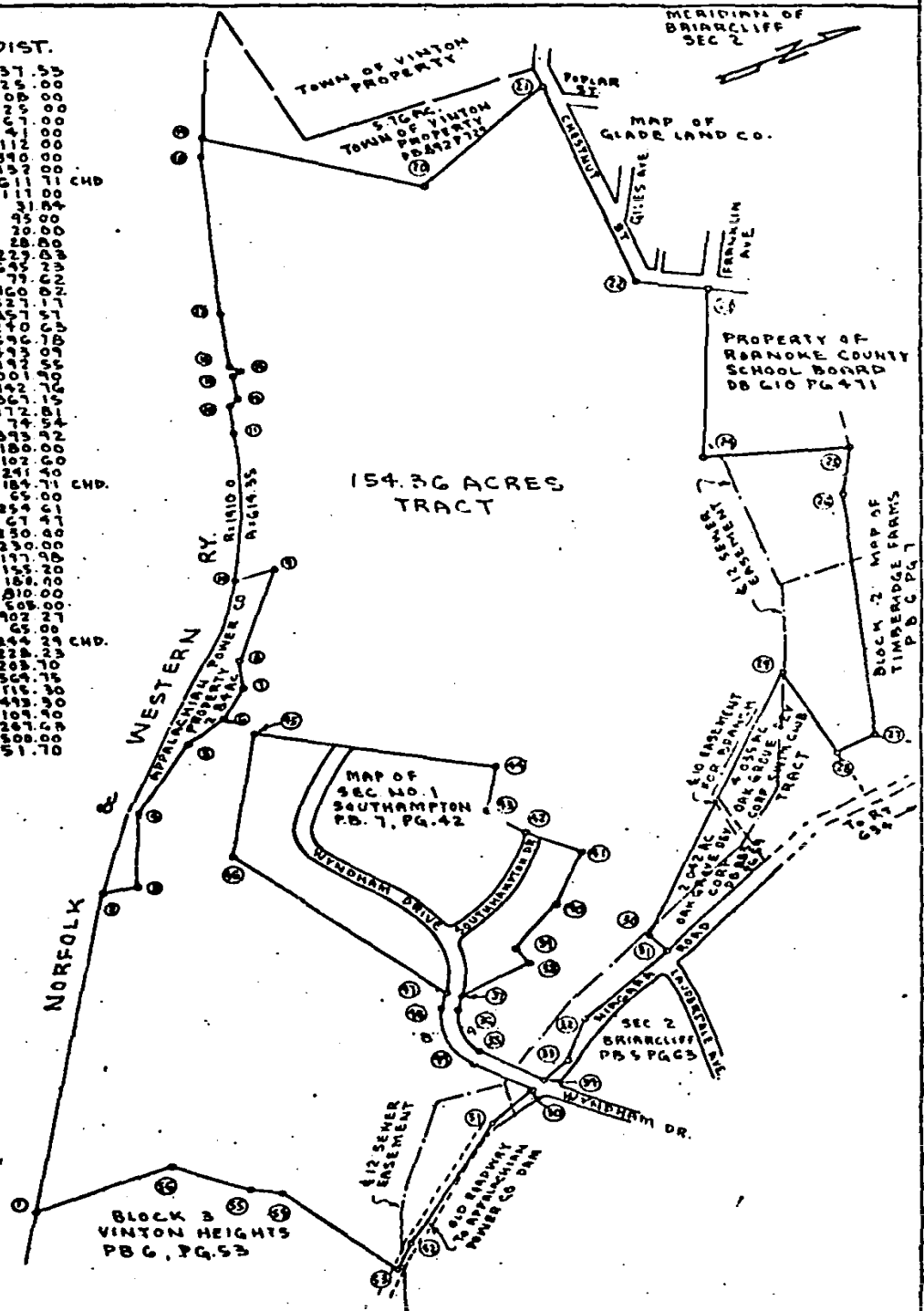
State Tax	\$172.50	In the Clerk's Office of the Circuit Court for the County of Roanoke, Va. this
County Tax	\$57.50	30 day of <u>May</u> 1973 this instrument was presented, and
Transfer Fee	\$1.00	with the fee of acknowledgment thereon annexed, admitted to record at
Clerk's Fee	\$2.00	11:18 A.M. The taxes imposed by par. 58-54 and 58-54.1
Plats	\$2.00	of the Code were then paid.
120 & 220A	\$11.500	
Total	\$356.00	

By [Signature] Clerk
[Signature] Dep. Clerk

BOUNDARY DATA

CORS	BEARINGS	DIST.
1-2	N 56° 15' 35" W	1337.53
2-3	N 11° 30' E	175.00
3-4	N 61° 50' W	900.00
4-5	N 86° 55' W	325.00
5-6	N 201° 00' W	1671.00
6-7	N 401° 30' W	141.00
7-8	N 68° 55' W	112.00
8-9	N 99° 30' W	590.00
9-10	S 4° 30' W	132.00
10-11	S 67° 45' 45" W	611.71 CHD
11-12	N 74° 21' W	111.00
12-13	N 225° 22' W	31.84
13-14	N 75° 30' W	45.00
14-15	N 75° 30' W	20.00
15-16	S 16° 20' W	28.00
16-17	N 73° 40' W	223.03
17-18	N 71° 20' W	645.23
18-19	N 64° 07' W	77.62
19-20	N 56° 34' E	760.00
20-21	N 56° 08' W	100.00
21-22	S 60° 55' 15" E	45.17
22-23	N 31° 07' 34" E	240.63
23-24	S 64° 05' 75" E	636.10
24-25	N 18° 16' 40" E	443.03
25-26	S 56° 24' 10" E	132.26
26-27	S 11° 54' 20" E	1001.40
27-28	S 47° 50' 40" E	142.70
28-29	S 65° 01' 20" E	367.15
29-30	S 22° 10' 30" E	1172.81
30-31	S 67° 44' E	77.44
31-32	S 21° 16' E	523.00
32-33	S 22° 35' E	180.00
33-34	S 22° 35' E	102.60
34-35	S 22° 51' 35" W	241.40
35-36	S 83° 25' 44" W	184.71 CHD
36-37	N 17° 35' W	265.00
37-38	N 81° 30' W	259.61
38-39	N 81° 30' W	67.41
39-40	N 81° 30' W	230.00
40-41	N 44° 30' W	197.00
41-42	S 40° 14' 14" W	123.20
42-43	S 56° 15' 40" W	18.00
43-44	S 56° 15' 40" W	310.00
44-45	S 51° 50' E	409.00
45-46	S 61° 48' 10" E	402.21
46-47	S 44° 00' E	224.00
47-48	S 44° 00' E	224.00
48-49	S 44° 00' E	224.00
49-50	S 44° 00' E	224.00
50-51	S 44° 00' E	224.00
51-52	S 44° 00' E	224.00
52-53	S 44° 00' E	224.00
53-54	S 44° 00' E	224.00
54-55	S 44° 00' E	224.00
55-56	S 44° 00' E	224.00
56-57	S 44° 00' E	224.00
57-58	S 44° 00' E	224.00
58-59	S 44° 00' E	224.00
59-60	S 44° 00' E	224.00
60-61	S 44° 00' E	224.00
61-62	S 44° 00' E	224.00
62-63	S 44° 00' E	224.00
63-64	S 44° 00' E	224.00
64-65	S 44° 00' E	224.00
65-66	S 44° 00' E	224.00
66-67	S 44° 00' E	224.00
67-68	S 44° 00' E	224.00
68-69	S 44° 00' E	224.00
69-70	S 44° 00' E	224.00
70-71	S 44° 00' E	224.00
71-72	S 44° 00' E	224.00
72-73	S 44° 00' E	224.00
73-74	S 44° 00' E	224.00
74-75	S 44° 00' E	224.00
75-76	S 44° 00' E	224.00
76-77	S 44° 00' E	224.00
77-78	S 44° 00' E	224.00
78-79	S 44° 00' E	224.00
79-80	S 44° 00' E	224.00
80-81	S 44° 00' E	224.00
81-82	S 44° 00' E	224.00
82-83	S 44° 00' E	224.00
83-84	S 44° 00' E	224.00
84-85	S 44° 00' E	224.00
85-86	S 44° 00' E	224.00
86-87	S 44° 00' E	224.00
87-88	S 44° 00' E	224.00
88-89	S 44° 00' E	224.00
89-90	S 44° 00' E	224.00
90-91	S 44° 00' E	224.00
91-92	S 44° 00' E	224.00
92-93	S 44° 00' E	224.00
93-94	S 44° 00' E	224.00
94-95	S 44° 00' E	224.00
95-96	S 44° 00' E	224.00
96-97	S 44° 00' E	224.00
97-98	S 44° 00' E	224.00
98-99	S 44° 00' E	224.00
99-100	S 44° 00' E	224.00
100-101	S 44° 00' E	224.00
101-102	S 44° 00' E	224.00
102-103	S 44° 00' E	224.00
103-104	S 44° 00' E	224.00
104-105	S 44° 00' E	224.00
105-106	S 44° 00' E	224.00
106-107	S 44° 00' E	224.00
107-108	S 44° 00' E	224.00
108-109	S 44° 00' E	224.00
109-110	S 44° 00' E	224.00
110-111	S 44° 00' E	224.00
111-112	S 44° 00' E	224.00
112-113	S 44° 00' E	224.00
113-114	S 44° 00' E	224.00
114-115	S 44° 00' E	224.00
115-116	S 44° 00' E	224.00
116-117	S 44° 00' E	224.00
117-118	S 44° 00' E	224.00
118-119	S 44° 00' E	224.00
119-120	S 44° 00' E	224.00
120-121	S 44° 00' E	224.00
121-122	S 44° 00' E	224.00
122-123	S 44° 00' E	224.00
123-124	S 44° 00' E	224.00
124-125	S 44° 00' E	224.00
125-126	S 44° 00' E	224.00
126-127	S 44° 00' E	224.00
127-128	S 44° 00' E	224.00
128-129	S 44° 00' E	224.00
129-130	S 44° 00' E	224.00
130-131	S 44° 00' E	224.00
131-132	S 44° 00' E	224.00
132-133	S 44° 00' E	224.00
133-134	S 44° 00' E	224.00
134-135	S 44° 00' E	224.00
135-136	S 44° 00' E	224.00
136-137	S 44° 00' E	224.00
137-138	S 44° 00' E	224.00
138-139	S 44° 00' E	224.00
139-140	S 44° 00' E	224.00
140-141	S 44° 00' E	224.00
141-142	S 44° 00' E	224.00
142-143	S 44° 00' E	224.00
143-144	S 44° 00' E	224.00
144-145	S 44° 00' E	224.00
145-146	S 44° 00' E	224.00
146-147	S 44° 00' E	224.00
147-148	S 44° 00' E	224.00
148-149	S 44° 00' E	224.00
149-150	S 44° 00' E	224.00
150-151	S 44° 00' E	224.00
151-152	S 44° 00' E	224.00
152-153	S 44° 00' E	224.00
153-154	S 44° 00' E	224.00
154-155	S 44° 00' E	224.00
155-156	S 44° 00' E	224.00
156-157	S 44° 00' E	224.00
157-158	S 44° 00' E	224.00
158-159	S 44° 00' E	224.00
159-160	S 44° 00' E	224.00
160-161	S 44° 00' E	224.00
161-162	S 44° 00' E	224.00
162-163	S 44° 00' E	224.00
163-164	S 44° 00' E	224.00
164-165	S 44° 00' E	224.00
165-166	S 44° 00' E	224.00
166-167	S 44° 00' E	224.00
167-168	S 44° 00' E	224.00
168-169	S 44° 00' E	224.00
169-170	S 44° 00' E	224.00

CURVE "A" 0° 13' 00" 24" 157.20
CURVE "B" 0° 13' 00" 24" 261.70



PLAT OF
REMAINING PROPERTY OF
FWC CORPORATION
BEING 154.36 ACRES TRACT
VINTON-ROANOKE CO., VIRGINIA
SCALE: 1"=500' MAY 21, 1973

I, HEREBY, CERTIFY THAT THIS
PLAT OF SURVEY IS CORRECT.

BY: T.P. Parker
CERTIFIED LAND SURVEYOR

BY: T.P. PARKER & SON
ENGRS. & SURVEYORS

BK 1477 PG 01041

Town of Vinton
06252'95JUN26 13:54

THIS DEED, exempt from Grantor's Taxation pursuant to Section 58.1-811(c)(3), made this 2nd day of February 1995 by and between THE TOWN OF VINTON, VIRGINIA, a municipal corporation, the GRANTOR, and FALCON CORP., a Virginia Corporation, the GRANTEE.

WITNESSETH:

THAT, IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, cash in hand, the receipt whereof is hereby acknowledged, Grantors do hereby grant and convey, with covenants of GENERAL WARRANTY of Title and ENGLISH COVENANTS of Title, unto Grantee, all of the following tract or parcel of land lying and being in the Town of Vinton, County of Roanoke, State of Virginia, and more particularly described as follows:

BEING Lot 1, containing 5.00 acres, as more particularly shown on the subdivision plat of South Vinton Industrial Park, Town of Vinton, Virginia, dated October 31, 1985, and recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, in Plat Book 10, Page 21; and

Being a portion of the same property conveyed to the grantor herein by deed dated July 24, 1986, which deed is of record in the aforesaid Clerk's Office in Deed Book 1242, Page 574.

This conveyance is expressly made subject to any and all recorded conditions, restrictions, and easements which may affect the title to the property hereinabove described.

WITNESS the following signatures and seals:

**TOWN OF VINTON, VIRGINIA
A MUNICIPAL CORPORATION**

BY: *Charles R. Hill* (SEAL)
Charles R. Hill, Mayor

BK 1477PG 01042

STATE OF VIRGINIA, at Large
~~City/County of~~ Roanoke, to-wit:

The foregoing instrument was acknowledged before me this
2nd day of February 1995, by CHARLES R. HILL, Mayor of the TOWN
OF VINTON, a municipal corporation, on behalf of the corporation.

Carolyn S. Rose

Notary Public

My Commission Expires: August 31, 1998

BK 1477 PG 01043

CONSIDERATION AMOUNT \$ _____

ST.TAX 58.1-801 (039)	\$ _____	IN THE CLERK'S OFFICE OF THE
LOCAL TAX (213)	\$ _____	CIRCUIT COURT OF ROANOKE
TRANSFER FEE (212)	\$ <u>1.00</u>	COUNTY, VA THIS <u>21</u> DAY OF
CLERK'S FEE (301)	\$ <u>12.00</u>	<u>June</u> , 19 <u>95</u> , THIS
VSLF (145)	\$ <u>1.00</u>	INSTRUMENT WAS PRESENTED WITH
ST.TAX 58.1-802 (038)	\$ _____	THE CERTIFICATE OF
LOCAL 58.1-802 (220)	\$ _____	ACKNOWLEDGEMENT ANNEXED &
RECORDATION TOTAL	\$ <u>14.00</u>	ADMITTED TO RECORD AT <u>13:54</u>
MISC. COST _____	\$ _____	THE TAX IMPOSED UNDER SEC 58.1-
TOTAL	\$ _____	802 HAS BEEN PAID.

TESTE: Stewart A. McLaw, CLERK

RECORDATIONS PAID BY: John G. Vinton

DOCUMENTS MAILED BACK TO: enr.

PROPERTY ADDRESS: _____

BK 1242 PG 01090

Mailed Frank Selbe, Atty.
101 Jefferson St.
Roanoke, Virginia

107745

DEED OF RESTRICTION

VINTON INDUSTRIAL PARK

The TOWN OF VINTON, Virginia (hereinafter the "Town"), a municipal corporation organized and existing under the laws of the Commonwealth of Virginia, as attested by the undersigned signature of its Mayor, does impose the following restrictive covenants upon any and all sites and lots located within the VINTON INDUSTRIAL PARK (hereinafter the "VIP"), such sites and lots now owned by the Town, by deed dated July 24, 1986, from Falcun Corp., a Virginia corporation, to the Town, which deed is recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia in Deed Book 1242, Page 574, and being more particularly described and shown on the plat of survey and Subdivision of the Vinton Industrial Park, prepared by Draper-Aden Associates, Inc., such plat having been recorded on AUGUST 6, 1986, in Plat Book 10, Pages 21, in the aforesaid Clerk's Office. The following restrictive covenants are hereby created, declared and established, and made for and in consideration of the mutual covenants existing or hereinafter to exist by and between the Town and the grantee or grantees of any site or lot lying within the boundaries of the VIP, and are made with the express intent of ensuring the orderly development of the VIP and ensuring that new site development is harmonious with existing development, the

BK 1242 PG 01091

environment, and the Master Plan for the VIP.

1. Permitted principal uses and structures. Those principal uses and structures permitted by the zoning district regulations applicable to the VIP property will be permitted. The Town, however, expressly reserves the right to limit or restrict the use of a particular site or lot or particular sites or lots. The Town also expressly reserves the right to request the recommendation of the Vinton Town Council as to the appropriateness of a proposed principal use or structure.

2. Prohibited uses. No use of any site, lot or building shall be made which, in the opinion of the Town causes or creates, or is likely to cause or create, a hazard or nuisance to adjacent properties, or which would violate the zoning performance standards of the Town.

3. Approval of site development plans. Before commencing development involving a new structure, building or use, or involving an addition, alteration or change to an existing structure, building or use on or to any site or lot in the VIP, the property owner shall first submit site development plans to the Town for review in accordance with the Town's site plan review zoning regulations, and any additional provisions set out herein if such additional provisions are supplemental to or more stringent than those in the zoning site plan review regulations in effect at the time of the proposed development.

BK 1242 PG 01092

4. Procedure for site development plan review. (a) Three (3) copies of all required site development plans shall be submitted to the Town which shall have up to fourteen (14) days to review the plans and to notify the applicant of the action taken with respect to the plan, which may include approval, approval subject to conditions, or disapproval. In case of conditional approval, the applicant shall make the necessary changes and submit three (3) copies of the revised site plan for approval.

(b) An approved site development plan shall expire and be null and void unless a building permit for the construction of substantial elements of the site plan has been issued within a period of one year after approval.

(c) If it becomes necessary for an approved site development plan to be changed, such change may be made with the approval of the Town.

5. Required site plan development plan content. Site development plans shall include the following (all drawings shall be drawn to a scale of not less than one inch equalling one hundred (100) feet):

(a) A plat of the property to be developed, showing the dimensions and shape of the property, required setback lines, the exact sizes, location and height of all existing structures (including signs, fences and walls) and buildings, and of all proposed structures (including signs, fences and walls) and

BK 1242 P 6 01093

buildings, or additions or alterations to existing structures (including signs, fences and walls) and buildings, including any additions, alterations, or expansions for which plans have been made, but are not expected to be implemented immediately.

(b) The topography of the area to be developed, with contour intervals of five (5) feet or less, showing existing physical features, including all existing trees of six (6) inches or greater in caliper, and all water-courses.

(c) An architectural plan, indicating proposed elevations, building materials, building covers and signage.

(d) The location and size of all existing and proposed streets, alleys, sidewalks, pedestrian ways, curbs and curb cuts, gutters, parking and loading areas (indicating the number of parking spaces), open space, and outdoor storage areas (if approved) that are within the site to be developed.

(e) The location and size of all existing and proposed sanitary and storm sewers and culverts, and water, gas, telephone, electric and other utility lines that are within or which serve the site to be developed. Easements existing or proposed for such installations shall be shown.

(f) The location, height, type and material of all plantings, landscaping, screening, walls, fences, signs, outdoor lighting systems, required or otherwise.

(g) The nature and manner of any and all excavations and

3K 1242 P6 01094

grading proposed for the site, including fill, compaction, and slope planting and treatment.

(h) The location of all dumpsters or other outdoor trash receptacles clearly showing an enclosure or screening of same in such manner approved by the Town.

(i) A tabulation of the total square footage of the property to be developed, showing what percentage and number of square feet is proposed to be devoted to uses, including off street parking or loading areas, open or landscaped areas and other major uses.

(j) For all developments:

- (1) The specific use to which each building or structure will be put, the square footage of floor area to be put to each such use, and the estimated number of employees who will work therein, and the shifts they will work.
- (2) The type of wastes or by-products, if any, to be generated and the proposed method of disposal of such.
- (3) Any other information required by the Town in order to determine the impact of a particular use and its conformity with the Town's zoning performance standards.

(k) Where erosion and sediment controls for the development are required by the provisions of the Vinton Town Code, as amended

BK 1242 P6 01095

from time to time, (hereinafter the "Code"), an erosion and sediment control plan as required by the Code shall be filed concurrently with the site plan and the other requirements of the Code shall be complied with.

(1) The property owner shall be responsible for obtaining and submitting to the Town, a report of "subsurface investigation" by a certified professional geologist or soils engineer at each building site and at the specific building location prior to establishing the final configuration of the proposed building.

(m) The property owner shall obtain, and submit to the Town, a written proposal from a professional engineer or architect showing the design of appropriate vents for the proposed building to allow the escape or to vent any methane gas that potentially may migrate from the original landfill base of the property into the proposed enclosed structure.

6. Development standards. All structures, buildings and improvements within the VIP shall be constructed and maintained in conformance with the following standards, unless the Town approves a specific exception, in writing:

(a) General standards. All development shall be in conformance with the building, zoning, subdivision, property maintenance and other ordinances and regulations of the Town, unless appropriate variances have been granted.

(b) Building groups. Multiple structures, including an

BK 1242 PG 01096

accessory building, planned for one lot or site shall be designed in a unified architectural style and be unified spatially.

(c) Setbacks. No building or structure shall be erected nearer than seventy-five (75) feet from the South Third Street right-of-way in the VIP, or nearer than fifty (50) feet from a secondary road or street, or nearer than thirty (30) feet from any side or rear boundary line of the lot or site. The areas between the property and building lines are to be used only for landscaping, lawns, walks, driveways, and approved identification signs, and approved off-street parking, as provided hereafter in subsection 6.(g).

(d) Landscaping. All sites and lots shall be landscaped between all property and building lines within ninety (90) days of completion of construction or as weather permits. Landscaping may include lawns, trees and shrubs. All landscaping must be approved by the Town as being in conformance with the Master Plan for the VIP. If landscaping materials are destroyed or die, they shall be replaced as soon as practicable during the next suitable planting season.

(e) Site coverage ratio. To insure the attractiveness of the VIP and to provide for adequate space for off-street parking, buildings, structures and parking areas shall not cover more than sixty percent (60%) of the site or lot.

(f) Construction standards. All buildings, structures and

BK 1242 PG 01097

improvements shall be constructed and maintained in accordance with the following standards, unless an exception is approved in writing by the Town:

- (1) No wood frame structures will be permitted.
- (2) Exterior walls of all structures and buildings shall be finished with brick, tilt-up concrete, concrete panels, or their equivalent.
Exterior metal walls are permitted, subject to approval of the Town, but such metal walls shall not be installed on sides of structures or buildings facing primary or secondary roads within the Town except when used in an architecturally suitable manner in conjunction with other approved materials.
- (3) The color of all exterior walls, including those that are resurfaced or repainted, must be approved by the Town

(g) Parking and storage of motor vehicles and equipment.

Owners of property within the VIP shall not permit their employees or tenants to park on public streets within the VIP except within spaces duly designated by the Town for parking. Property owners must provide suitable concrete, asphalt, bituminous or similarly surfaced off-street parking spaces and driveways in conformance with the zoning regulations of the Town and must be approved by

BK 1242 PG 01098

the Town in conformity with the site plan.. To enhance the appearance of the VIP, whenever possible parking and service areas shall be located on those sides of each building which do not front on a street.

(h) Loading areas. No loading docks or areas shall be constructed or located fronting on any street or proposed street, or within any required setback areas.

(i) Outside storage. No new materials, supplies, waste or rubbish shall be stored in any area except inside an enclosed building, unless screened by a wall, or other appropriate screen six (6) feet in height or rising two (2) feet above the stored material, whichever is higher. Storage of products produced on the site shall conform to the Town's zoning regulations.

(j) Erosion control, sediment control and storm drain facilities. Erosion and sediment controls shall be installed as required by the Vinton Town Code, as amended. Each owner shall be required to provide adequate drainage facilities, including controls of storm water runoff resulting from precipitation. The amount of controls shall be at least sufficient to accommodate the estimated change in rate of storm water runoff for the ten (10) year storm resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

(k) Signs. Plans and specifications for the construction,

BK 1242 PB 01099

installation, alteration, and illumination of all outdoor signs must be approved in writing by the Town. The Town reserves the right to limit the number and size of signs within the VIP. Signs shall identify only the corporate name, trademark and/or trade name of the owner, and shall not otherwise be used for advertising purposes.

(1) Drains and Sewers. All connections of drains and sewers with the public sewers of the Town shall be made in accordance with the provisions of the Vinton Town Code, as amended.

(m) Telephone and electrical service. All secondary telephone and electrical service lines shall be underground between the primary lines and the structures or buildings erected on any site developed within the VIP.

7. Maintenance. The owner, lessee or occupant of any lot or site will be responsible for the maintenance and clean and safe condition of the land, buildings, landscaping, exterior lighting, parking areas and all other improvements, including prompt removal of all trash, lawn mowing, tree and plant trimmings.

During construction it shall be the responsibility of each land owner to ensure that public streets and construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, and the like are kept in a neat and orderly manner.

In the event any owner, lessee, or occupant fails to comply

BK 1242 PB 01100

with any of its responsibilities for property maintenance, then the Town shall have the right, privilege and license to enter upon the premises and take any and all measures necessary to maintain the property to meet the standards set out herein, and to charge the owner of the property for the expenses incurred in so doing.

8. Option to repurchase in event of no construction. If, after the expiration of three (3) years from the date of purchase of the property in the VIP from the Town, the then record property owner shall not have begun in good faith the actual construction of a building acceptable to the Town upon the property, then, in that event, the Town shall have the right and option to refund to said record property owner the amount of the original purchase price paid to the Town for the property; whereupon, the said record property owner shall forthwith convey the property back to the Town. In the event that the record property owner for any reason fails or refuses to convey title back to the Town as required herein, then, in that event, the Town shall have the right to enter into and take possession of said property, along with all rights and causes of action necessary to have title to the property conveyed back to the Town.

9. Option to purchase. In the event that any owner of unimproved property in the VIP or any portion thereof shall desire to sell all or a portion thereof in accordance with the terms of these Restrictive Covenants, the Town shall have the first right

BK 1242 P 6 01101

and option to purchase said property at the same purchase price paid to the Town by the original purchaser. Prior to such sale, the property owner shall notify the Town by registered or certified mail of its intentions to sell the property or any portion thereof. Said notice shall describe the exact parcel intended to be sold. The Town shall have sixty (60) days from receipt of said notice in which to exercise the option. Settlement shall take place within sixty (60) days after such exercise.

10. Warranties. In the event that the Town exercises any of its rights specified in paragraphs 8 and 9 hereof to reacquire the property, the then record property owner shall convey the property to the Town by General Warranty deed with English Covenants of Title, free and clear of liens and encumbrances.

11. Enforcement . Each of the foregoing Restrictive Covenants shall run with the land and breach of any one of them may be enjoined, abated or remedied by the Town or the grantee or grantees of any site or lot lying within the VIP, their successors or assigns, by such remedies as are provided for in law or in equity. It is understood, however, that the breach of any of the foregoing Restrictive Covenants shall not defeat or render invalid the lien of any mortgage on the property made in good faith and for value and shall not prevent the foreclosure sale of the property or any part thereof, provided, however, that each and all

BK1242PG 01102

of the foregoing Restrictive Covenants shall at all times remain in full force and effect against the property, or any part thereof, title to which is obtained by foreclosure or any mortgage or other lien.

12. Subdivisions and leases. No owner of property in the VIP shall subdivide such property except in accordance with the subdivision regulations of the Town, and with the written consent of the Town. No purchaser from the Town of property in the VIP shall lease such property without the prior written consent of the Town, which shall not be unreasonably withheld.

13. Amendments. Except as herein provided, each of the foregoing Restrictive Covenants may as to all persons and property be waived, released, rescinded, modified, altered or amended by the Town at the request of and with the consent of the owners or lessees from the Town of property for terms of five (5) years or more of more than fifty per cent (50%), in area, of the lots or sites within the VIP which have been sold by the Town for development.

14. Invalidity of provisions. Should any proceedings at law or in equity decree that any one or part of any one of the foregoing Restrictive Covenants be declared invalid, the same will not invalidate all or any part of the remaining covenants.

15. Duration. These Restrictive Covenants are made covenants running with the land and shall be binding on all lot owners,

BK 1242 PG 01103

their heirs, devisees or assigns for a period of ten (10) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds of the area of the lots or sites within the VIP, exclusive of public right-of-way, has been recorded agreeing to change said covenants in whole or in part.

EXECUTED at the Town of Vinton, Virginia, this 24th day of July, 1986, as authorized by Ordinance No. 735, adopted by the Council of the Town of Vinton, Virginia on July 15, 1986.

ATTEST:

TOWN OF VINTON

Carolyn S. Ross
Carolyn S. Ross, Town Clerk

By: Charles R. Hill
Title: Mayor

STATE OF VIRGINIA

COUNTY OF ROANOKE

The foregoing instrument was acknowledged before me this 24th day of July, 1986, by Charles R. Hill, Mayor and Carolyn S. Ross, Town Clerk, Town of Vinton, in the County of Roanoke, State of Virginia.

David D. Brown
Notary Public

My Commission expires:

July 18, 1989

State Tax	\$	
County Tax	\$	
Transfer Fee	\$	
Clerk's Fee	\$	<u>20.00</u>
Plats	\$	
Total	\$	<u>20.00</u>

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 24th day of July, 1986, this instrument was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at 1:00 o'clock P.M.
Tested: Charles R. Hill Clerk
By: David D. Brown Dep. Clerk

BK 1250 PB 00161

Mailed Frank Selbe, III, Atty.
101 S. Jefferson Street
Roanoke, Virginia 24011

012920

AMENDED
DEED OF RESTRICTION
VINTON INDUSTRIAL PARK

The TOWN OF VINTON, Virginia (hereinafter the "Town"), a municipal corporation organized and existing under the laws of the Commonwealth of Virginia, as attested by the undersigned signature of its Mayor, does impose the following amended restrictive covenants upon any and all sites and lots located within the VINTON INDUSTRIAL PARK (hereinafter the "VIP"), such sites and lots now owned by the Town, by deed dated July 24, 1986, from Falcun Corp., a Virginia corporation, to the Town, which deed is recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia in Deed Book 1242, Page 574, and being more particularly described and shown on the plat of survey and Subdivision of the Vinton Industrial Park, prepared by Draper-Aden Associates, Inc., such plat having been recorded on August 6, 1986, in Plat Book 10, Pages 21, in the aforesaid Clerk's Office. The following amended restrictive covenants are hereby created, declared and established, and made for and in consideration of the mutual covenants existing or hereinafter to exist by and between the Town and the grantee or grantees of any site or lot lying within the boundaries of the VIP, and are made with the express intent of ensuring the orderly development of the VIP and ensuring

BK 1250 PB 00162

that new site development is harmonious with existing development, the environment, and the Master Plan for the VIP.

1. Permitted principal uses and structures. Those principal uses and structures permitted by the zoning district regulations applicable to the VIP property will be permitted. The Town, however, expressly reserves the right to limit or restrict the use of a particular site or lot or particular sites or lots. The Town also expressly reserves the right to request the recommendation of the Vinton Town Council as to the appropriateness of a proposed principal use or structure.

2. Prohibited uses. No use of any site, lot or building shall be made which, in the opinion of the Town causes or creates, or is likely to cause or create, a hazard or nuisance to adjacent properties, or which would violate the zoning performance standards of the Town.

3. Approval of site development plans. Before commencing development involving a new structure, building or use, or involving an addition, alteration or change to an existing structure, building or use on or to any site or lot in the VIP, the property owner shall first submit site development plans to the Town for review in accordance with the Town's site plan review zoning regulations, and any additional provisions set out herein if such additional provisions are supplemental to or more stringent than those in the zoning site plan review regulations in

BK 1250 PB 00163

effect at the time of the proposed development.

4. Procedure for site development plan review. (a) Three (3) copies of all required site development plans shall be submitted to the Town which shall have up to fourteen (14) days to review the plans and to notify the applicant of the action taken with respect to the plan, which may include approval, approval subject to conditions, or disapproval. In case of conditional approval, the applicant shall make the necessary changes and submit three (3) copies of the revised site plan for approval.

(b) An approved site development plan shall expire and be null and void unless a building permit for the construction of substantial elements of the site plan has been issued within a period of one year after approval.

(c) If it becomes necessary for an approved site development plan to be changed, such change may be made with the approval of the Town.

5. Required site plan development plan content. Site development plans shall include the following (all drawings shall be drawn to a scale of not less than one inch equalling one hundred (100) feet):

(a) A plat of the property to be developed, showing the dimensions and shape of the property, required setback lines, the exact sizes, location and height of all existing structures (including signs, fences and walls) and buildings, and of all

BK 1250 PG 00164

proposed structures (including signs, fences and walls) and buildings, or additions or alterations to existing structures (including signs, fences and walls) and buildings, including any additions, alterations, or expansions for which plans have been made, but are not expected to be implemented immediately.

(b) The topography of the area to be developed, with contour intervals of five (5) feet or less, showing existing physical features, including all existing trees of six (6) inches or greater in caliper, and all water-courses.

(c) An architectural plan, indicating proposed elevations, building materials, building covers and signage.

(d) The location and size of all existing and proposed streets, alleys, sidewalks, pedestrian ways, curbs and curb cuts, gutters, parking and loading areas (indicating the number of parking spaces), open space, and outdoor storage areas (if approved) that are within the site to be developed.

(e) The location and size of all existing and proposed sanitary and storm sewers and culverts, and water, gas, telephone, electric and other utility lines that are within or which serve the site to be developed. Easements existing or proposed for such installations shall be shown.

(f) The location, height, type and material of all plantings, landscaping, screening, walls, fences, signs, outdoor lighting systems, required or otherwise.

BK 1250 PG 00165

(g) The nature and manner of any and all excavations and grading proposed for the site, including fill, compaction, and slope planting and treatment.

(h) The location of all dumpsters or other outdoor trash receptacles clearly showing an enclosure or screening of same in such manner approved by the Town.

(i) A tabulation of the total square footage of the property to be developed, showing what percentage and number of square feet is proposed to be devoted to uses, including off street parking or loading areas, open or landscaped areas and other major uses.

(j) For all developments:

- (1) The specific use to which each building or structure will be put, the square footage of floor area to be put to each such use, and the estimated number of employees who will work therein, and the shifts they will work.
- (2) The type of wastes or by-products, if any, to be generated and the proposed method of disposal of such.
- (3) Any other information required by the Town in order to determine the impact of a particular use and its conformity with the Town's zoning performance standards.

(k) Where erosion and sediment controls for the development

BK1250PG 00166

are required by the provisions of the Vinton Town Code, as amended from time to time, (hereinafter the "Code"), an erosion and sediment control plan as required by the Code shall be filed concurrently with the site plan and the other requirements of the Code shall be complied with.

(l) The property owner shall be responsible for obtaining and submitting to the Town, a report of "subsurface investigation" by a certified professional geologist or soils engineer at each building site and at the specific building location prior to establishing the final configuration of the proposed building.

(m) The property owner shall obtain, and submit to the Town, a written proposal from a professional engineer or architect showing the design of appropriate vents for the proposed building to allow the escape or to vent any methane gas that potentially may migrate from the original landfill base of the property into the proposed enclosed structure.

6. Development standards. All structures, buildings and improvements within the VIP shall be constructed and maintained in conformance with the following standards, unless the Town approves a specific exception, in writing:

(a) General standards. All development shall be in conformance with the building, zoning, subdivision, property maintenance and other ordinances and regulations of the Town, unless appropriate variances have been granted.

BK 1250 P 6 00167

(b) Building groups. Multiple structures, including an accessory building, planned for one lot or site shall be designed in a unified architectural style and be unified spatially.

(c) Setbacks. No building or structure shall be erected nearer than twenty-five (25) feet from the South Third Street right-of-way in the VIP, or nearer than twenty (20) feet from a secondary road or street, or nearer than twenty (20) feet from any side or rear boundary line of the lot or site. The areas between the property and building lines are to be used only for landscaping, lawns, walks, driveways, and approved identification signs, and approved off-street parking, as provided hereafter in subsection 6.(g).

(d) Landscaping. All sites and lots shall be landscaped between all property and building lines within ninety (90) days of completion of construction or as weather permits. Landscaping may include lawns, trees and shrubs. All landscaping must be approved by the Town as being in conformance with the Master Plan for the VIP. If landscaping materials are destroyed or die, they shall be replaced as soon as practicable during the next suitable planting season.

(e) Site coverage ratio. To insure the attractiveness of the VIP and to provide for adequate space for off-street parking, buildings, structures and parking areas shall not cover more than sixty percent (60%) of the site or lot.

BK 1250 P8 00168

(f) Construction standards. All buildings, structures and improvements shall be constructed and maintained in accordance with the following standards, unless an exception is approved in writing by the Town:

(1) No wood frame structures will be permitted.

(2) Exterior walls of all structures and buildings shall be finished with brick, tilt-up concrete, concrete panels, or their equivalent.

Exterior metal walls are permitted, subject to approval of the Town, but such metal walls shall not be installed on sides of structures or buildings facing primary or secondary roads within the Town except when used in an architecturally suitable manner in conjunction with other approved materials.

(3) The color of all exterior walls, including those that are resurfaced or repainted, must be approved by the Town

(g) Parking and storage of motor vehicles and equipment.

Owners of property within the VIP shall not permit their employees or tenants to park on public streets within the VIP except within spaces duly designated by the Town for parking. Property owners must provide suitable concrete, asphalt, bituminous or similarly surfaced off-street parking spaces and driveways in conformance

BK1250P8 00169

with the zoning regulations of the Town and must be approved by the Town in conformity with the site plan.. To enhance the appearance of the VIP, whenever possible parking and service areas shall be located on those sides of each building which do not front on a street.

(h) Loading areas. No loading docks or areas shall be constructed or located fronting on any street or proposed street, or within any required setback areas.

(i) Outside storage. No new materials, supplies, waste or rubbish shall be stored in any area except inside an enclosed building, unless screened by a wall, or other appropriate screen six (6) feet in height or rising two (2) feet above the stored material, whichever is higher. Storage of products produced on the site shall conform to the Town's zoning regulations.

(j) Erosion control, sediment control and storm drain facilities. Erosion and sediment controls shall be installed as required by the Vinton Town Code, as amended. Each owner shall be required to provide adequate drainage facilities, including controls of storm water runoff resulting from precipitation. The amount of controls shall be at least sufficient to accommodate the estimated change in rate of storm water runoff for the ten (10) year storm resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

BK 1250 P6 00170

(k) Signs. Plans and specifications for the construction, installation, alteration, and illumination of all outdoor signs must be approved in writing by the Town. The Town reserves the right to limit the number and size of signs within the VIP. Signs shall identify only the corporate name, trademark and/or trade name of the owner, and shall not otherwise be used for advertising purposes.

(1) Drains and Sewers. All connections of drains and sewers with the public sewers of the Town shall be made in accordance with the provisions of the Vinton Town Code, as amended.

(m) Telephone and electrical service. All secondary telephone and electrical service lines shall be underground between the primary lines and the structures or buildings erected on any site developed within the VIP.

7. Maintenance. The owner, lessee or occupant of any lot or site will be responsible for the maintenance and clean and safe condition of the land, buildings, landscaping, exterior lighting, parking areas and all other improvements, including prompt removal of all trash, lawn mowing, tree and plant trimmings.

During construction it shall be the responsibility of each land owner to ensure that public streets and construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, and the like are kept in a neat and orderly manner.

BK 1250 P 6 00171

In the event any owner, lessee, or occupant fails to comply with any of its responsibilities for property maintenance, then the Town shall have the right, privilege and license to enter upon the premises and take any and all measures necessary to maintain the property to meet the standards set out herein, and to charge the owner of the property for the expenses incurred in so doing.

8. Option to repurchase in event of no construction. If, after the expiration of three (3) years from the date of purchase of the property in the VIP from the Town, the then record property owner shall not have begun in good faith the actual construction of a building acceptable to the Town upon the property, then, in that event, the Town shall have the right and option to refund to said record property owner the amount of the original purchase price paid to the Town for the property; whereupon, the said record property owner shall forthwith convey the property back to the Town. In the event that the record property owner for any reason fails or refuses to convey title back to the Town as required herein, then, in that event, the Town shall have the right to enter into and take possession of said property, along with all rights and causes of action necessary to have title to the property conveyed back to the Town.

9. Option to purchase. In the event that any owner of unimproved property in the VIP or any portion thereof shall desire to sell all or a portion thereof in accordance with the terms of

BK 1250 P 6 00172

these Restrictive Covenants, the Town shall have the first right and option to purchase said property at the same purchase price paid to the Town by the original purchaser. Prior to such sale, the property owner shall notify the Town by registered or certified mail of its intentions to sell the property or any portion thereof. Said notice shall describe the exact parcel intended to be sold. The Town shall have sixty (60) days from receipt of said notice in which to exercise the option. Settlement shall take place within sixty (60) days after such exercise.

10. Warranties. In the event that the Town exercises any of its rights specified in paragraphs 8 and 9 hereof to reacquire the property, the then record property owner shall convey the property to the Town by General Warranty deed with English Covenants of Title, free and clear of liens and encumbrances.

11. Enforcement . Each of the foregoing Restrictive Covenants shall run with the land and breach of any one of them may be enjoined, abated or remedied by the Town or the grantee or grantees of any site or lot lying within the VIP, their successors or assigns, by such remedies as are provided for in law or in equity. It is understood, however, that the breach of any of the foregoing Restrictive Covenants shall not defeat or render invalid the lien of any mortgage on the property made in good faith and for value and shall not prevent the foreclosure sale of the

BK 1250 P 00173

property or any part thereof, provided, however, that each and all of the foregoing Restrictive Covenants shall at all times remain in full force and effect against the property, or any part thereof, title to which is obtained by foreclosure or any mortgage or other lien.

12. Subdivisions and leases. No owner of property in the VIP shall subdivide such property except in accordance with the subdivision regulations of the Town, and with the written consent of the Town. No purchaser from the Town of property in the VIP shall lease such property without the prior written consent of the Town, which shall not be unreasonably withheld.

13. Amendments. Except as herein provided, each of the foregoing Restrictive Covenants may as to all persons and property be waived, released, rescinded, modified, altered or amended by the Town at the request of and with the consent of the owners or lessees from the Town of property for terms of five (5) years or more of more than fifty percent (50%), in area, of the lots or sites within the VIP which have been sold by the Town for development.

14. Invalidity of provisions. Should any proceedings at law or in equity decree that any one or part of any one of the foregoing Restrictive Covenants be declared invalid, the same will not invalidate all or any part of the remaining covenants.

15. Duration. These Restrictive Covenants are made covenants

BK 1250 P 0 00174

running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of ten (10) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds of the area of the lots or sites within the VIP, exclusive of public right-of-way, has been recorded agreeing to change said covenants in whole or in part.

EXECUTED at the Town of Vinton, Virginia, on the 24th day of July, 1986, as authorized by Ordinance No. 735, adopted by the Council of the Town of Vinton, Virginia on July 15, 1986, previously recorded in Deed Book 1242, Page 1090, in the Clerk's Office of the Circuit Court of the County of Roanoke, Virginia, on AUGUST 6, 1986, and amended in part and reissued by this complete instrument.

ATTEST:

TOWN OF VINTON

Carolyn S. Ross
Carolyn S. Ross, Town Clerk

By: Charles R. Hill
Title: Mayor

STATE OF VIRGINIA
COUNTY OF ROANOKE

The foregoing instrument was acknowledged before me this 18th day of November, 1986, by Charles R. Hill,
Mayor and Carolyn S. Ross, Town Clerk, Town of

BK 1250 P6 00175

Vinton, in the County of Roanoke, State of Virginia.


Notary Public

My Commission expires:

July 18, 1989

Deed of Trust

State Tax

County Tax

Clerk's Fee

Total

\$

\$

\$ 21.00

\$ 21.00

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 3 day of Dec, 1988, this instrument was presented, and with the certificate of acknowledgment thereto annexed, admitted to record 4:30 o'clock P.M.

Teste:

By:

Clerk


Dep. Clerk

*Examined
mailed to:
A.E.P.C.
B. 4 1990
Roanoke, Va.
3-3-42*

This Indenture made this 20th day of August, 1941, by and between Mrs. Loula D. Vinyard, widow; Walter D. Vinyard, unmarried; William P. Vinyard and Ernestine M. Vinyard, wife of William P. Vinyard of the County of Roanoke, in the State of Virginia, parties of the first part, and APPALACHIAN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Virginia, party of the second part,

WITNESSETH

That for and in consideration of the sum of **One and No/100** Dollars, and other valuable consideration in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and tenants to construct, erect, operate and maintain a line ~~or lines~~ for the purpose of transmitting electric or other power and a telephone line ~~or lines~~, in, on, along, over, through, or across the following described lands/situated in **Big Lick** District in the County of **Roanoke** in the State of **Virginia** and on or near the waters of **Roanoke River** to-wit: and bounded:

On the North by the lands of Robert Overstreet & Town of Vinton

On the East by the lands of John Dillon

On the South by the lands of Roanoke, River;

On the West by the lands of Chas. Otey, S. S. Vinyard & Tinker Creek

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, ~~towers~~, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the ~~above described~~ premises, to cut and at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles and ~~towers~~ or fixtures or wires, attached thereto, or any structure on said premises and the right of ingress and egress to and over ~~said above described~~ premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, or repairing, renewing or adding to the number of said poles, ~~towers~~, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements erected upon, over or on said land;

TOGETHER with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns forever.

It is agreed that the foregoing is the entire contract between the parties hereto ~~(that it has been read and fully understood by the parties of the first part), (and/or read to)~~ ^{was} and fully understood ~~by~~ before its execution, and there is no consideration for said contract except the consideration herein set forth, and that it is understood that the agent of the party of the second part securing this contract has no authority to contract for or to bind the party of the second part by any verbal representations or promise, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed and Acknowledged in the presence of:

J. J. Bass, AEP Co. Roanoke, Va.

Mrs. Loula D. Vinyard (SEAL)

Walter D. Vinyard (SEAL)

William P. Vinyard (SEAL)

Ernestine M. Vinyard (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF VIRGINIA,

COUNTY OF Roanoke

To-wit:

I, Joseph J. Bass, a Notary Public in and for the County and State aforesaid, do certify that Mrs. Loula D. Vinyard (widow); ~~Walter D. Vinyard and William P. Vinyard~~ ^{Walter D. Vinyard and Ernestine M. Vinyard} whose names are signed to the writing hereto annexed bearing date on the 20th day of August, 1941, 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 14th day of December, 1942.

Given under my hand this 20th day of August, 1941.

Joseph J. Bass

Notary Public within and for the State of ~~Virginia~~ Virginia at large

VIRGINIA, Roanoke COUNTY, to-wit:

In the office of the Clerk of the Circuit Court the 4 day of Feb., 1942, this ~~document~~ ^{easement} was presented

and with the certificate annexed, admitted to record at 10:00 A.M.

Tax \$.12
Fee 1.50
\$1.62

Teste,

Roy K. Brown, Clerk.

mailed to
A. E. P. Co.
Roanoke, Va.
1-30-48

RECEIVED 367 PAGE 504

RIGHT OF WAY EASEMENT
Form No. 103-R/E
#4504
W.D. No. 274122-12 Term. Prop. No. 2
RECEIVED OF APPALACHIAN ELECTRIC POWER COMPANY, a corporation, the sum of One Dollar (\$1.00) in consideration of which Loula P. Vinyard, widow;
W.P. Vinyard and Ernestine M. Vinyard, his wife;
and Claiborne W. Vinyard, his wife,
herby 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 Wing Lick, County of Franklin and State of Virginia, and bounded:
On the North by the lands of John F. Vinland
On the East by the lands of Harry J. Dudley
On the South by the lands of Franklin River & Virginia Railway
On the West by the lands of W.P. Vinyard & John F. Vinland
with the right of ingress and egress to and from and over said premises.
No more than 6 poles and 2 anchors shall be installed on the above described lands under the rights conveyed herein.

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 21 day of June, 1947.
WITNESS the following signatures and seals:

WITNESS:
Loula P. Vinyard (SEAL)
Ernestine M. Vinyard (SEAL)
John F. Vinland (SEAL)
John F. Vinland (SEAL)

STATE OF VIRGINIA,
COUNTY OF Franklin.
I, R.M. Foster, a Notary Public in and for the County and State aforesaid, do certify that Loula P. Vinyard, widow;
W.P. Vinyard and Ernestine M. Vinyard, his wife;
and Claiborne W. Vinyard, his wife,
whose names are signed to the writing hereto annexed bearing date on the 23 day of April, 1947, 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 13 day of May, 1947.
Given under my hand this 23 day of April, 1947.
R.M. Foster
Notary Public within and for the State of Virginia, St. large.

STATE OF VIRGINIA,
COUNTY OF Franklin.
TO-WIT:-
I, R.M. Foster, a Notary Public in and for the County and State aforesaid, do certify that Loula P. Vinyard, widow;
W.P. Vinyard and Ernestine M. Vinyard, his wife;
and Claiborne W. Vinyard, his wife,
whose names are signed to the writing hereto annexed bearing date on the 23 day of April, 1947, 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 13 day of May, 1947.
Given under my hand this 23 day of April, 1947.
R.M. Foster
Notary Public within and for the County, Franklin, Virginia.

RECEIVED FOR RECORD
In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 10 day of Sept, 1947, this deed was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at 9:22 o'clock A.M.
Paid \$ 1.25
Tax \$ 1.50
Transfer \$ 1.00
Total \$ 3.75
Roy K. Brown Clerk

STATE OF VIRGINIA.

City of Roanoke, To-Wit:
Harry J. Collins a Notary Public in and for the
 City aforesaid, in the State of Virginia, do hereby certify that William E. Mills
 and Grace Frances Mills, husband and wife

whose name S. are signed to the foregoing Deed of Trust, bearing date the
27th day of November 1964, have

acknowledged the same before me in my City aforesaid.

GIVEN under my hand this the 19 day of January 1965

(My commission expires June 25 1968)
Harry J. Collins
 Notary Public.

State Tax	\$ <u>19.50</u>	In the Clerk's Office of the Circuit Court for the County of
County Tax	\$ <u>4.50</u>	Roanoke, Va., this <u>20</u> day of <u>January</u> 19 <u>65</u> , this deed was
Transfer Fee	\$ <u>6.00</u>	presented, and with the Certificate of acknowledgment thereto
Clerk's Fee	\$ <u>6.00</u>	annexed, admitted to record at <u>10:40</u> o'clock <u>A</u> . M.
State	\$ <u>32.00</u>	Teste: <u>Alfred J. Jones</u> Clerk
Total		By <u>Thelma H. Hark</u> Dep. Clerk

304

THIS DEED OF EASEMENT, entered into this the 7th day
 of January, 1965, by and between PATRICK L. WINGFIELD and GLADYS
 W. WINGFIELD, husband and wife, parties of the first part, and
 THE TOWN OF VINTON, party of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS
 (\$10.00) cash in hand paid by the party of the second part to
 the parties of the first part, the receipt of which is hereby
 acknowledged, the parties of the first part do hereby GRANT
 and CONVEY unto the party of the second part, and its successors,
 a right-of-way or easement over, across and upon that certain
 property situated in the town of Vinton, County of Roanoke,
 State of Virginia, and more particularly described as follows,
 to-wit:

A 12 foot wide easement for 12 inch sewer line extending 6 feet on each side of the center line herein described:

BEGINNING, at a point on the south side of Hardy Road 530.1 feet westerly from the centerline of Vinyard Road; thence leaving the Hardy Road S. 6° .06' E. 191.7 feet; thence S. 1° 34' E. 483.2 feet; thence S. 10° 39' E. 316.45 feet; thence S. 9° 25' W. 300.0 feet; thence S. 30° 53' W. 342.7 feet to a manhole in the sewer line serving Briarcliff sections 1 and 2.

The parties of the first part do further GRANT unto the Grantee, its servants, agents or employees, the right to enter upon the said property for the purpose of installing, maintaining and removing any sewer or storm drain lines at any time.

WITNESS the following signatures and seals:

Patrick L. Wingfield (SEAL)
Patrick L. Wingfield
Gladys E. Wingfield (SEAL)
Gladys E. Wingfield

WALTER W. WOOD
LAW OFFICES
ROANOKE, VIRGINIA

STATE OF VIRGINIA

COUNTY OF ROANOKE, TO-WIT:

I, *Eura Mary Darnall*, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Patrick L. Wingfield and Gladys E. Wingfield, husband and wife, whose names are signed to the foregoing deed of easement bearing date of January 7, 1965, have this day personally appeared before me in my County and State aforesaid and acknowledged the same.

GIVEN under my hand this 18 day of January, 1965.

My commission expires: October 9 - 1966

Eura Mary Darnall
Notary Public

State Tax	\$ -	In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this <u>20</u> day of <u>January</u> , 19 <u>65</u> this deed was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at <u>10:30</u> o'clock <u>A.M.</u>
County Tax	\$ -	
Transfer Fee	\$ -	
Clerk's Fee	\$ <u>5.00</u>	
Plats	\$ -	
Total	\$ <u>5.00</u>	Tested by <u>W. C. Duggan</u> Clerk By <u>William W. Duggan</u> Dep. Clerk

1204

THIS DEED, made this 14th day of February, 1964, by and between PATRICK L. WINGFIELD and CLAYTON S. WINGFIELD, husband and wife, parties of the first part; BRIANCLIFF SUE CLUB, INCORPORATED, party of the second part; THOMAS M. DARRALL, Sole Acting Trustee, party of the third part; and WALTER D. VINYARD, CLAUDORNE W. VINYARD, WILLIAM P. VINYARD, ERNESTINE M. VINYARD, and LULA P. VINYARD, parties of the fourth part,

WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid by the party of the second part to the parties of the first part, and other good and valuable consideration, receipt whereof is hereby acknowledged, and in further consideration by the party of the second part assuming and agreeing to pay off as it matures that certain note dated April 23, 1964, made by the parties of the first part herein and payable to the Mountain Trust Bank, which said note is secured by a deed of trust made by the parties of the first part herein to Holman Willis, Jr. and Wm. S. Thomas, Trustees, dated April 23, 1964, and recorded April 24, 1964, in the Clerk's Office of the Circuit Court of Roanoke County, Virginia.

The parties of the first part do hereby bargain, sell, grant and convey, with General Warranty of Title, unto the party of the second part, all that certain tract or parcel of land lying and being in the Town of Vinton, County of Roanoke, Virginia, and more particularly described as follows:

BEGINNING at a point at the north end of Niagara Road at corner Number 14; thence with Niagara Road extended N. 23° 10' W. 99.94 feet to a point; thence still with the west side of Niagara Road, N. 25° 04' W. 386.61 feet to an iron at corner Number 1; thence with a new division line through the Patrick L. Wingfield property, S. 83° 22' W. 291.36 feet to an iron; thence N. 44° 10' 30" W. 565.66 feet to an iron at 3; thence N. 85° 01' 20" E. 567.36 feet to an iron at 4; thence crossing the end of Niagara Road, N. 85° 01' 20" E. 51.35 feet to corner Number 6; thence with the easterly side of Niagara Road, S. 8° 12' W. 126.67 feet to corner Number 7; thence still with Niagara Road, S. 25° 04' E. 694.80 feet to corner Number 8; thence with the arc of a circle to the right whose radius is 1557.39 feet, an arc distance of 103.29 feet to corner Number 13; thence crossing Niagara Road, S. 68° 44' W. 50.0 feet to the BEGINNING and containing 5.07 acres and being more fully shown by map made by T. P. Parker, S.C.E., dated March 14, 1964; and

Being a part of the same property conveyed to Patrick L. Wingfield and Gladys E. Wingfield, husband and wife, by Walter D. Vinyard, et ux et al. by deed dated January 2, 1964, and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Deed Book 732 at Page 182.

The parties of the first part do hereby also convey unto the party of the second part a perpetual easement ten (10) feet wide for the purpose of draining a small stream around the hereinabove described tract, which said easement is more particularly described as follows:

The center line of said easement beginning at the present course of said stream 38 feet south of the southerly line of the aforesaid four (4) acre tract and running approximately 155 feet in a westerly direction; thence along but not on the southwesterly line of the aforesaid four (4) acre tract for approximately 475 feet to the point at which said stream leaves the westerly boundary of the aforesaid four (4) acre tract and being more fully shown by plat made by T. P. Parker, S.C.E., dated March 14, 1964 and attached to a supplemental deed of trust dated February 11, 1965 from the parties of the first part to Holman Willis, Jr. and Wm. S. Thomas, Trustees, and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia.

This conveyance is made, however, subject to all recorded easements, conditions or restrictions now applicable to said property.

TO HAVE AND TO HOLD unto the party of the second part, its successors or assigns forever.

The parties of the first part covenant that they are seized in fee simple of the land herein conveyed; that they have the right to convey the same to the party of the second part herein; that the said party of the second part shall have quiet and peaceable possession of said property, free from all encumbrances; that except as hereinabove set out, the said parties of the first part have done no act to encumber the same; and that they will execute such other and further assurances of title as may be necessary and requisite.

The parties of the third and fourth parts join herein for the purpose of subordinating the lien of that certain deed of trust made by Patrick L. Wingfield and Gladys E. Wingfield, husband and wife, to Thomas M. Darnall and T. L. Plunkett, Jr., Trustees, of record in the Clerk's Office aforesaid in Deed Book 732 at Page 248, to the easement hereinabove conveyed and the said

Sole Acting Trustee and said beneficiaries under said deed of trust do hereby consent and agree that in the event of any foreclosure of said deed of trust, recorded in Deed Book 732, Page 348, the said drainage easement shall not be disturbed but said deed of trust shall remain in full force and effect in all other respects.

WITNESS the following signatures and seals:

Patrick L. Wingfield (SEAL)
Patrick L. Wingfield

Gladys E. Wingfield (SEAL)
Gladys E. Wingfield

Thomas M. Barnall (SEAL)
Thomas M. Barnall, Sole Acting Trustee

Walter D. Vinyard (SEAL)
Walter D. Vinyard

Clairborne W. Vinyard (SEAL)
Clairborne W. Vinyard

William P. Vinyard (SEAL)
William P. Vinyard

Ernestine M. Vinyard (SEAL)
Ernestine M. Vinyard

Lula P. Vinyard (SEAL)
Lula P. Vinyard

STATE OF VIRGINIA,
CITY
COUNTY OF ROANOKE, TO WIT:

I, Beanna C. Dene, a Notary Public, in and for the City and State aforesaid, do hereby certify that Patrick L. Wingfield and Gladys E. Wingfield, husband and wife, whose names are signed to the foregoing instrument bearing date on the 23rd day of February, 1965, have this day appeared before me in my City and State aforesaid and acknowledged the same.

Given under my hand this 23rd day of February, 1965.

My commission expires: 10-22-67.

Beanna C. Dene
NOTARY PUBLIC

STATE OF VIRGINIA,
COUNTY
CITY OF ROANOKE, TO WIT:

I, A. C. Harris, a Notary Public, in and for the ~~CITY~~ ^{COUNTY} and State aforesaid, do hereby certify that Thomas M. Barnall, Sole Acting Trustee, whose name is signed to the foregoing instrument bearing date on the 23rd day of February, 1965, has this day appeared before me in my City and State aforesaid and acknowledged the same.

Given under my hand this 9th day of March, 1965.

My commission expires: January 26, 1969

A. C. Harris
A.C. Harris NOTARY PUBLIC

STATE OF VIRGINIA,
COUNTY
CITY OF ROANOKE, TO WIT:

I, A. C. Harris, a Notary Public, in and for the ~~CITY~~ ^{COUNTY} and State aforesaid, do hereby certify that Walter D. Vinyard, Claiborne W. Vinyard, William P. Vinyard, Ernestine M. Vinyard and Lula P. Vinyard, whose names are signed to the foregoing instrument bearing date on the 23rd day of February, 1965, has this day appeared before me in my City and State aforesaid and acknowledged the same.

Given under my hand this 9th day of March, 1965.

My commission expires: January 26, 1969

A. C. Harris
A.C. Harris NOTARY PUBLIC

State Tax	\$ 67.50	In the Clerk's Office of the Circuit Court for the County of
County Tax	\$ 22.50	Roanoke, Va., this <u>12</u> day of <u>March</u> , 1965, this deed was
Transfer Fee	\$ 1.00	presented, and with the Certificate of acknowledgment thereto
Clerk's Fee	\$ 6.00	annexed, admitted to record at <u>3:00</u> o'clock <u>P.</u> M.
Plats	\$	Teste: <u>N. C. Farris</u> Clerk
Total	\$ 97.00	By <u>James L. Farris</u> Dep. Clerk

6402

BOOK 1010 PAGE 313

Form No. GRW 104-R/E-AP
3M-6-70-H
RIGHT OF WAY EASEMENT
For Corporations

Est. No. 5 R/W Map No. 118-7a 011a 19-0 3
W. O. No. 742-8990 Temp. Prop. No. 2
J. O. No. 74-1475

RECEIVED OF APPALACHIAN POWER COMPANY, a Virginia corporation, the sum of One Dollar

(\$1.00) , in consideration of which Falcun Corp.

_____, a Virginia Corporation, hereby grants and conveys unto said Appalachian 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

its land, with services and extensions therefrom, situate in the County of Town County Vinton.

County of Roanoke, and State of Virginia, and bounded:

On the North by the lands of Briarcliff Subdivision; Timberridge Subdivision

On the East by the lands of Vinton Heights Subdivision

On the South by the lands of N & W Railway

On the West by the lands of Town of Vinton Property

The approximate location of said electric power line is described as follows:

Beginning at Appalachian Power Company's pole #279-2004, thence extending in a northeasterly direction for a distance of 830', more or less, to its terminus at Landfill Guardhouse.

If, after said lands are no longer used by the City of Roanoke and/or the Town of Vinton, for a landfill, said electric power line or portion thereof should interfere with the future development of said lands by the Grantor, then, and in that event, Appalachian will, at its sole cost and expense, relocate said electric power line to another location on said lands to be provided, without cost, by the Grantor, which is mutually agreeable.

Together with the right to cut, trim and/or otherwise control any trees or brush which may endanger the safety or interfere with the construction and use of said electric power line.

Together with the right of ingress and egress in and over said lands of the grantor for the enjoyment of the rights and privileges herein granted.

TO HAVE AND TO HOLD the same unto said Appalachian 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.

IN WITNESS whereof the Falcun Corp.

has caused its corporate name and seal to be hereto affixed this 8 day of November, 1974

ATTESA

Falcun Corp

By

STATE OF VIRGINIA

COUNTY OF Roanoke

TO-WIT:-

I, Helen B. Keith, a Notary Public in and for the State and County aforesaid, do certify that Norace B. Julian and W.E. Cusick, whose names are signed to the writing above, bearing date on the 8 day of November, 1974, as M.C.C. President and N.B.F. Secretary, respectively, of Islewood Camp, have this day acknowledged the same before me in my County aforesaid.

Given under my hand and notarial seal this 21 day of November, 1974.
My Commission expires:

Sept. 4, 1977

Helen B. Keith
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF _____

TO-WIT:-

I, _____, a Notary Public of said County, do certify that _____, who signed the writing above and hereto annexed, bearing date the _____ day of _____, 19____, for _____, a corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.
My Commission expires:

Notary Public

State Tax \$ 1.15
County Tax \$.05
Transfer Fee \$ 8.00
Clerk's Fee \$ 8.00
Filing \$ 8.00
Total \$ 20.20

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 17 day of Dec., 1974.
most was presented, and with the Clerk's Office, and the most thereof was paid, attested to and signed by me.
Witness: E. Keith, Jr.
By: Carroll E. Dwyer

BK 1209 P6 01947

Mailed App. Power Co.
P. O. Box 2021
Rke., Va. 24022

Form No. GRW 32-UGOHD-AP
Right of Way Easement for
Corporations
Rev. 2-79

916
Eas. No. 20 R/W Map No. 3780-279-C
W. O. No. 750-0011 Prop. No. 3
Line NORTHAMPTON
Job No. 84-6736

THIS AGREEMENT, made this 9 day of July, 19 84 by and

between FALCUN CORPORATION, A Virginia corporation, 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 and conveys to Appalachian, its successors and assigns, rights of way and easements with the right, privilege and authority to Appalachian, its successors and assigns to construct, erect, install, operate, maintain, renew, and remove a line or lines for the purpose of transmitting electric power and a telephone line or lines, including electric service lines and extensions therefrom, in, on, along, over, through, across or under the following described lands of the Grantor situated in TRIPLE F VINTAGE District, County of ROANOKE, State of Virginia, and bounded:

On the North by the lands of BEING SHOWN COLORED IN RED ON PRINT OF
On the East by the lands of APPALACHIAN POWER COMPANY DRAWING NO-
On the South by the lands of R-1802 dated July 2, 1984 ENTITLED
On the West by the lands of "PROPOSED RIGHT OF WAY ON PROPERTY OF
FALCUN CORPORATION. ATTACHED HERE TO
AND MADE A PART HEREOF.

TOGETHER with the right to Appalachian, its successors, and assigns, to install, place, erect, maintain, inspect, repair, renew, add to the number of, and relocate at will, poles, with crossarms, guys, anchors or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above referred to premises; the right to install, place, erect, maintain, inspect, repair, renew, add to the number of and relocate at will underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures, and appurtenances in, on, along, over, through, across and under the above referred to premises; the right to cut, trim and/or otherwise control any trees or overhanging branches which may interfere with or endanger the safety or use of said poles, crossarms, guys, anchors, fixtures, wires or cables and the right to disturb the surface of said premises and to excavate thereon, and to cut and clear said premises of brush and undergrowth and to remove therefrom any trees or tree roots, shrubs or growth which may interfere with or endanger the safety or use of said conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures, and appurtenances; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of installing, placing, erecting, maintaining, inspecting, repairing, renewing and removing its poles, crossarms, guys, anchors, conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances, and for the purpose of adding to the number thereof, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements erected or installed in, on, along, over, through, across or under the above referred to premises as may be required by Appalachian for the full enjoyment or relinquishment of the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian 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.

BK 1209 PG 01948

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

FALCON CORPORATION

By Elbert H. Waldron

ATTEST: _____

STATE OF VIRGINIA)
) To-wit:

County OF Roanoke
The foregoing instrument was acknowledged before me the 9 day of July

, 19 84, by ELBERT H. WALDRON

President of FALCON CORPORATION,
a corporation, on behalf of the corporation.

My Commission expires:
JUNE 15, 1986 R. D. J. Ramey, Jr.
Notary Public in and for the County and State aforesaid.

STATE OF WEST VIRGINIA

COUNTY OF _____ TO-WIT:-

I, _____, a Notary Public of said County, do certify that _____

_____, who signed the writing above and hereto annexed, bearing date the _____

day of _____, 19 _____, for _____, a corporation,
has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19 _____.

My Commission expires: _____

Notary Public

(For W. Va. Only)
DECLARATION OF CONSIDERATION OF VALUE

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

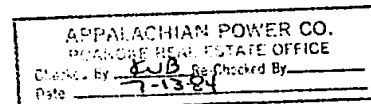
Given under my hand this _____ day of _____, 19 _____.

APPALACHIAN POWER COMPANY

By _____

(For W. Va. Only)
THIS INSTRUMENT PREPARED

By _____



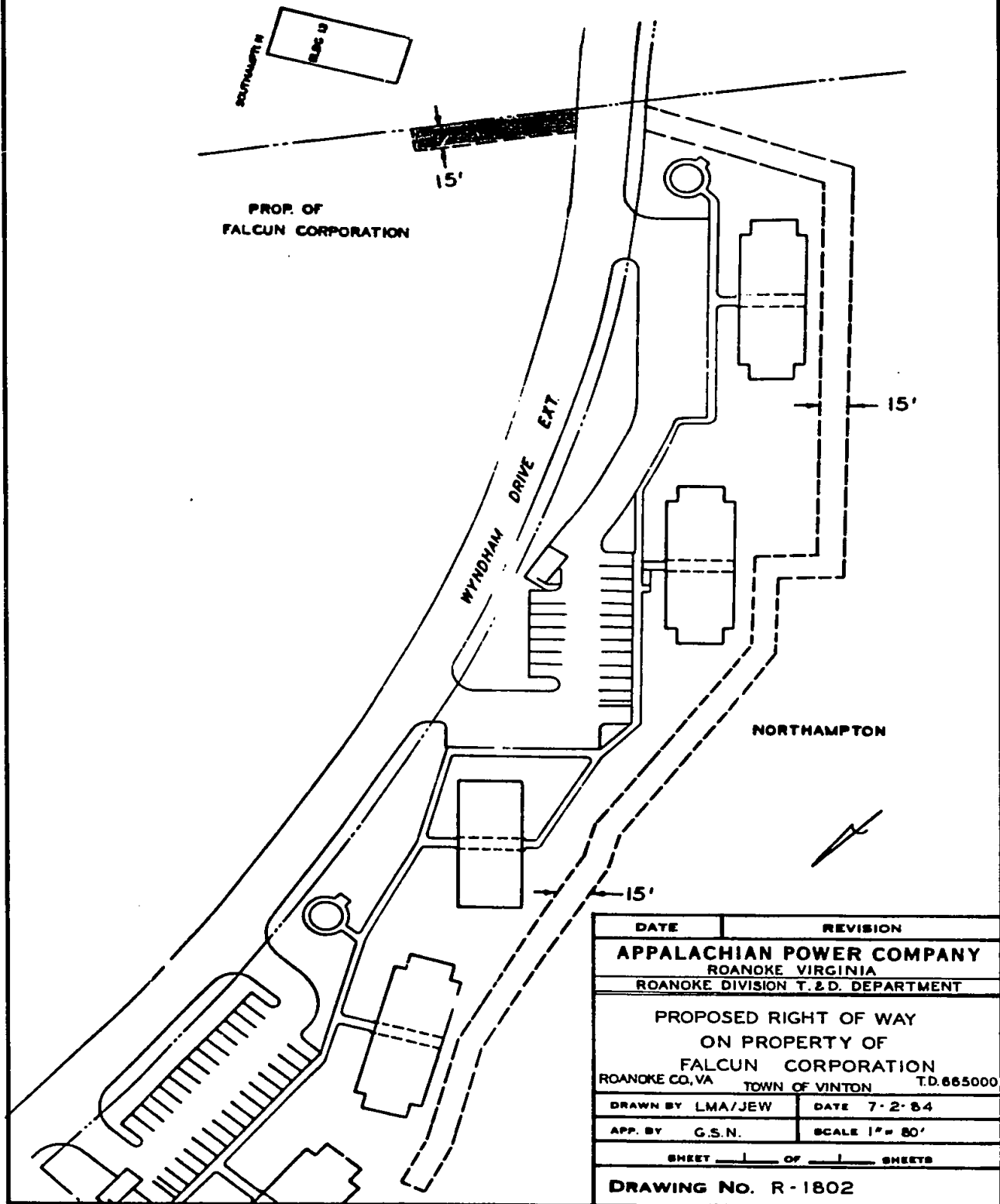
State Tax \$ 15
County Tax \$ 5
Transfer Fee \$ 10.00
Clerk's Fee \$ 2.00
Plats \$ 2.00
Total \$ 34.00

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 3 day of Aug. 1984 this instrument was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at 2:50 o'clock P.M.

Teste: Elizabeth H. [Signature] Clerk
By John [Signature] Dep. Clerk

BK 1209 P6 01949

3780-279



GTD 4939 /150/1-74

BK 1425 P 6 00883

10768193N0422 0:16
Appalachian Power Co.
R/E & R/W Dept.
P. O. Box 721
Roanoke, VA 24062-2701

GRW 252-OVHD-AP (8-86) — CORPORATIONS

Falcun Corporation Eas No. 3 R/W Map No. 3780-279C-2
W.O. No. 750-0011 Job No. 93-2122 Prop No. 2
Line Improve Distribution

THIS AGREEMENT, made this 20th day of September, 19 93.

by and between Falcun Corporation

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 Grantors by Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, and across the following described lands of the Grantor situated in Town of Vinton
~~XXXXX~~ County of Roanoke, State of Virginia.

Being a right of way as shown shaded on that certain Appalachian Drawing R-3011, dated 9-10-93, entitled "Proposed Right of Way on Property of Falcun Corporation" attached hereto and made a part hereof.

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

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

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

BK 1425 PG 00884

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.

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

FALCUN CORPORATION

By X Richard S. Whitney Jr.
Vice President

ATTEST: _____
Secretary

STATE OF Virginia)
COUNTY OF Roanoke) To-wit:
The foregoing instrument was acknowledged before me this 21th day of
September 19 93, by Richard S. Whitney Jr.
VICE - PRESIDENT of Salem Corporation
a Virginia

My Commission expires: Nov. 30, 1996

Linda C. Wreeshing
Notary Public/Commissioner

(For W. Va. Only)

DECLARATION OF CONSIDERATION OF VALUE

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

Given under my hand this _____ day of _____, 19____.

APPALACHIAN POWER COMPANY

By _____

(For W. Va. Only)

THIS INSTRUMENT PREPARED

By _____



BK 1425 PG 00885

SOUTHAMPTON
DRIVE

EXISTING POLE
279-5274

WYNDHAM

NEW POLE
279-5282

PROPOSED NEW LINE

SOUTHAMPTON HOMEOWNERS
ASSOCIATION

DRIVE

FALCUN
CORPORATION

EXISTING
POLE
279-5273

EXIST. POLE
279-5272

TOWN OF VINTON VA
TD 665030

MAP SECTION 3780-279C2

APPALACHIAN POWER COMPANY
ROANOKE VIRGINIA
ROANOKE DIVISION T&D DEPARTMENT

PROPOSED RIGHT OF WAY
ON PROPERTY OF
FALCUN CORPORATION

DRAWN BY RVM

DATE 9-10-93

APP. BY JBA III

SCALE 1" = 50' ±

SHEET 1 OF 1 SHEETS

DRAWING NO. R-3011

BK 1425 PG 00886

CONSIDERATION AMOUNT \$ _____

ST. TAX 58.1-801 (039)	\$.15	IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VA THIS <u>22</u> DAY OF <u>November, 19 93</u> , THIS INSTRUMENT WAS PRESENTED WITH THE CERTIFICATE OF ACKNOWLEDGEMENT ANNEXED & ADMITTED TO RECORD AT <u>9:10</u> THE TAX IMPOSED UNDER SEC 58.1- 802 HAS BEEN PAID.
LOCAL TAX (213)	\$.05	
TRANSFER FEE (212)	\$ _____	
CLERK'S FEE (301)	\$ <u>12.00</u>	
VSLF (145)	\$ <u>1.00</u>	
ST. TAX 58.1-802 (038)	\$ _____	
LOCAL 58.1-802 (220)	\$ _____	
RECORDATION TOTAL	\$ <u>13.20</u>	
MISC. COST _____	\$ _____	
TOTAL	\$ _____	

TESTE: Steven A. McChesney CLERK

MAILED OR DELIVERED TO: APCO
ADDRESS _____

BK 1536 PG 01918

Town of Vinton

03195100000000000000

DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this 12th day of September, 1996, by and between Falcun Corporation party of the first part, "Grantor", and the TOWN OF VINTON, Virginia Municipal Corporation, Party of the Second Part, "Grantee".

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Party of the First Part, the said Party of the First Part doth hereby Grant, Bargain, Sell, Transfer, and convey unto the Town of Vinton, its successors and assigns, with General Warranty and Modern English Covenants of Title, a perpetual easement of right of way with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, relay and remove water line or lines, for purposes of a public water system, and all equipment, facilities, and apparati used in conjunction therewith or a part thereof, over, across, and through the lands of the Grantor situate in Town of Vinton, County of Roanoke, State of Virginia, said land being described hereinafter, together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of this easement.

The permanent easement shall be generally 15 feet in width, which is described hereinafter. The easement subject hereof are more particularly shown, described, and set out on a certain plat by Mattern & Craig Consulting Engineers and Surveyors, titled "Easement Plat for the Town of Vinton on property of Falcun Corporation" and dated September 9, 1996 a copy of which Plat is attached hereto, and made a part of this Deed.


The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the structures of improvements referred to herein. The Town covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to

BK 1536 PG 01919

the adjacent land of the Grantor, his successors and assigns. The Town covenants to restore the premises to its original state such as is reasonably possible.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Town of Vinton, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR had executed this instrument this 16th day of September, 1996.

Falcom Corporation
By: Richard S. Whitehead
For E-Z Mount Bracket Company, Inc. 
Vice President

STATE OF VIRGINIA AT LARGE

City/County of Roanoke, to wit:

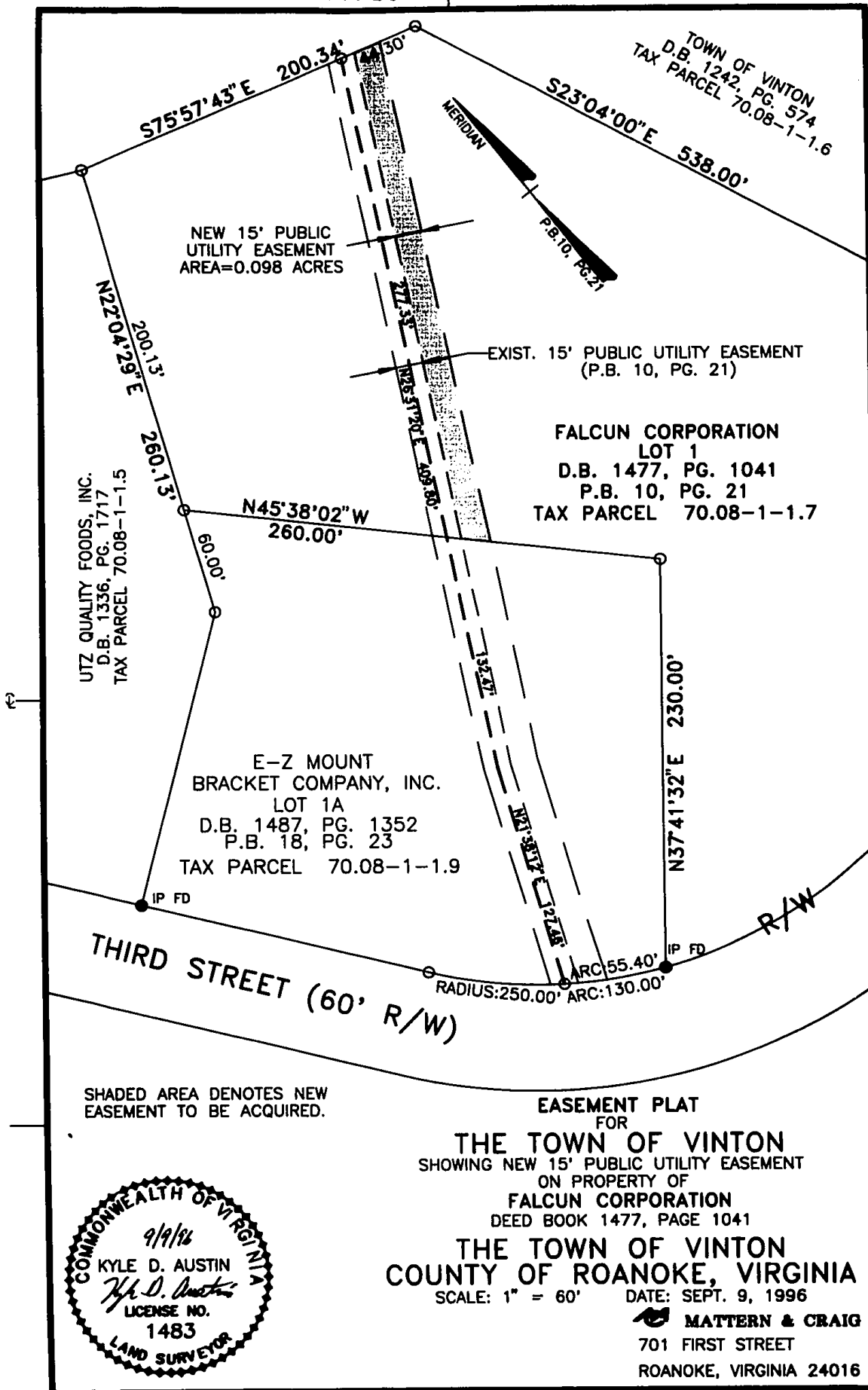
Subscribed and sworn to before me this 16th day of September, 1996
by Richard S. Whitehead, Jr.

Linda C. Wheeling
Notary Public

My commission expires:

November 30, 1996





BK 1536 PG 01921

218

CONSIDERATION AMOUNT \$ _____

ST.TAX 58.1-801	(039)	\$ _____	IN THE CLERK'S OFFICE OF THE
LOCAL TAX	(213)	\$ _____	CIRCUIT COURT OF ROANOKE
TRANSFER FEE	(212)	\$ _____	COUNTY, VA THIS <u>17</u> DAY OF
CLERK'S FEE	(301)	\$ <u>12.00</u>	<u>march</u> , 19 <u>97</u> , THIS
VSLF	(145)	\$ <u>1.00</u>	INSTRUMENT WAS PRESENTED
ST.TAX 58.1-802	(038)	\$ _____	WITH THE CERTIFICATE OF
LOCAL 58.1-802	(220)	\$ _____	ACKNOWLEDGEMENT ANNEXED &
TTF	(106)	\$ <u>5.00</u>	ADMITTED TO RECORD AT
RECORDATION TOTAL		\$ <u>13.00</u>	<u>15:42</u> THE TAX IMPOSED UNDER
MISC. COSTS		\$ _____	58.1-802 HAS BEEN PAID.

TESTE: Steven R. DeLeon, CLERK

RECORDATIONS PAID BY: Town of Vinton

DOCUMENTS MAILED BACK TO: Same

RESIDENCE ADDRESS OF
GRANTEE/DESIGNEE:



No Open Mortgage/Security Deed/DOT Verification

TW Order Number 11399182

Checked taxes for Mortgage/Security Deed/Deed of Trust exemption

Ran names (Grantor/Grantee) through appropriate indexes to verify no open Mortgage/Security Deed/Deed of Trust found

Checked county/recorder to verify no open Mortgage/Security Deed/Deed of Trust

Provided Release/Satisfaction Copy of Mortgage/Security Deed/Deed of Trust information for mortgages in Chain of Title

Checked Property Profile for Mortgage/Security Deed/Deed of Trust information

CERTIFICATE OF PARTIAL SATISFACTION

Place of Record: Clerk's Office of the Circuit Court of the
COUNTY of ROANOKE, Virginia

Date of Deed of Trust July 15, 1986

Deed Book 1242, Page 577

Name(s) of Grantor(s) Town of Vinton, a Virginia Municipal Corporation

Name(s) of Trustee(s) W. Heywood Fralin and David C. Helscher

Brief Description of Property 53.8988 acres, located on
terminus of Wyndham Drive

Maker(s) of Note Town of Vinton

Date of Note July 25, 1986 Face Amount of Note \$ 320,000.00

The lien of the above-mentioned deed of trust hereby secured is
released insofar as the same is applicable to Lot
South Vinton Industrial Park

The undersigned is the legal holder of the obligation, note,
bond or other evidence of debt secured by said deed of trust.

Given under my hand this 7th day of February, 19 95.

FALCUN CORP.

By: Richard S. Whitney

Title: Vice President

STATE OF VIRGINIA)
COUNTY/CITY OF ROANOKE) TO WIT:

The foregoing instrument was subscribed, sworn to and
acknowledged by Richard S. Whitney, Jr.

Vice President of Falcun Corp., a Virginia corporation,
this 7th day of February, 19 95.

My commission expires: November 30, 1996

Jorda C. Wheeling
Notary Public

BK 1477 PG 01049

CONSIDERATION AMOUNT \$ _____

ST.TAX 58.1-801 (039)	\$ _____	IN THE CLERK'S OFFICE OF THE
LOCAL TAX (213)	\$ _____	CIRCUIT COURT OF ROANOKE
TRANSFER FEE (212)	\$ _____	COUNTY, VA THIS <u>26</u> DAY OF
CLERK'S FEE (301)	\$ <u>12.00</u>	<u>June</u> , 19 <u>95</u> , THIS
VSLF (145)	\$ <u>1.00</u>	INSTRUMENT WAS PRESENTED WITH
ST.TAX 58.1-802 (038)	\$ _____	THE CERTIFICATE OF
LOCAL 58.1-802 (220)	\$ _____	ACKNOWLEDGEMENT ANNEXED &
RECORDATION TOTAL	\$ <u>13.00</u>	ADMITTED TO RECORD AT <u>12:58</u>
MISC. COST _____	\$ _____	THE TAX IMPOSED UNDER SEC 58.1-
TOTAL	\$ _____	802 HAS BEEN PAID.

TESTE: Stewart N. Nodine, CLERK

RECORDATIONS PAID BY: _____

DOCUMENTS MAILED BACK TO: _____

PROPERTY ADDRESS: _____

BK 1477PG 01044

06253'95JUN26 13:57

Town of Vinton

THIS DEED OF RELEASE, dated this 7th day of February, 1995, by and between THE TOWN OF VINTON, VIRGINIA, a municipal corporation, the GRANTOR, DAVID C. HELSCHER, TRUSTEE, and FALCUN CORP., a Virginia Corporation, the NOTEHOLDER.

W I T N E S S E T H :

WHEREAS, the Noteholder is the holder of a note captioned "Deed of Trust Note" in the original principal amount of \$320,000.00 made by the Grantor, dated July 15, 1986, and hereinafter referred to as the "Note"; and

WHEREAS, the Note is secured by a deed of trust dated July 15, 1986, from the Grantor to W. Heywood Fralin and David C. Helscher, Trustees, either or both of whom may act, recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in deed book 1242, page 577, and hereinafter referred to as the "Deed of Trust"; and

WHEREAS, the property secured by the Deed of Trust has been developed by the Grantor into the South Vinton Industrial Park, an industrial sub-division consisting of nine (9) lots, a well lot, and a recreation area, all as shown on the approved subdivision plat of South Vinton Industrial Park, on record in the Clerk's Office aforesaid in plat book 10, page 21,; and

WHEREAS, Lots 2, 3, 4, 5, 6, 7 and 8 have been sold and the principal amount of the note has been reduced by \$202,165, leaving a principal balance thereon of \$117,835.00; and

WHEREAS, the Grantor has now paid Noteholder an additional \$57,835.00, plus interest accrued thereon from July 24, 1991, the receipt of which by Noteholder is hereby acknowledged, which

BK 1477 PG 01045

payment has now reduced Grantor's total indebtedness under the note to \$60,000.00, plus interest; and

WHEREAS, in consideration of the cancellation and satisfaction of the \$60,000.00 principal indebtedness plus interest aforesaid, Grantor has executed a deed of bargain and sale conveying its fee simple interest in Lot 1 to Noteholder, said deed to be recorded immediately after this Deed of Release;

NOW THEREFORE, in consideration of the premises and other good and sufficient consideration as recited herein, the receipt of which is hereby acknowledged by Noteholder, Trustee and Noteholder do hereby release unto the Grantor all of their right, title, lien and interest in and to the real estate described in the aforesaid deed of trust dated July 15, 1986, and recorded in the aforesaid Clerk's Office in deed book 1242, page 577.

Witness the following signatures:

FALCUN CORP.

BY: Richard S. Whitney, Jr.
Vice President

David C. Helscher Trustee
David C. Helscher, Trustee

STATE OF VIRGINIA,
COUNTY/CITY OF ROANOKE, TO-WIT:

The foregoing instrument was acknowledged before me this 7th day of February, 1995, by Richard S. Whitney, Jr., ^{Vice} President of Falcun Corp., a Virginia Corporation on behalf of the corporation.

Linda A. Wheeling
Notary Public

My Commission Expires: November 30, 1996.

BK 1477 PG 01046

STATE OF VIRGINIA,
COUNTY/~~CITY~~ OF Roanoke, TO-WIT:

The foregoing instrument was acknowledged before me this 7th
day of February, 1995, by David C. Helscher, Trustee.

Katrina W. Ellis
Notary Public

My Commission Expires: 7-31-98.

BK 1477PG 01047

CONSIDERATION AMOUNT \$ _____

ST.TAX 58.1-801 (039)	\$	<u>.50</u>	IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VA THIS <u>26</u> DAY OF <u>June</u> , 19 <u>95</u> , THIS INSTRUMENT WAS PRESENTED WITH THE CERTIFICATE OF ACKNOWLEDGEMENT ANNEXED & ADMITTED TO RECORD AT <u>13:57</u> THE TAX IMPOSED UNDER SEC 58.1- 802 HAS BEEN PAID.
LOCAL TAX (213)	\$	_____	
TRANSFER FEE (212)	\$	<u>1.00</u>	
CLERK'S FEE (301)	\$	<u>12.00</u>	
VSLF (145)	\$	<u>1.00</u>	
ST.TAX 58.1-802 (038)	\$	_____	
LOCAL 58.1-802 (220)	\$	_____	
RECORDATION TOTAL	\$	<u>14.50</u>	
MISC. COST _____	\$	_____	
TOTAL	\$	_____	

TESTE: *Diana A. McLean*, CLERK

RECORDATIONS PAID BY: _____

DOCUMENTS MAILED BACK TO: _____

PROPERTY ADDRESS: _____

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 11:22AM

From Date

To Date

Available:

Name Browse

Search: woltz Grp: Both Date: -

no results for Woltz & Associates, Inc.

Name	Count	Business
WOLTZ, ANABELLA REBECCA	1	N
WOLTZ, BETTY	6	N
WOLTZ, BETTY K	43	N
WOLTZ, BETTY KINSEY	2	N
WOLTZ, BETTY R	1	N
WOLTZ, JAMES	2	N
WOLTZ, JAMES E	4	N
WOLTZ, JAMES L	364	N
WOLTZ, JAMES L; AIF	1	N
WOLTZ, JAMES L; MBR	2	N
WOLTZ, JAMES L; MBR MGR	2	N
WOLTZ, JAMES L; MGR	3	N
WOLTZ, JAMES LENIOR	1	N
WOLTZ, JEAN S	3	N
WOLTZ, JILL	2	N
WOLTZ, JILL R	1	N

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 09:02AM

From Date

To Date

Available:

Name Browse

Search: falcun Grp: Both Date: -

Name	Count	Business
FALCUN CORP	28	Y
FALCUN CORPORATION	3	Y
FALDWELL, RONALD L	1	N
FALERO, SYLVIA G	5	N
FALERO, SYLVIA G; BY AIF	1	N
FALERO, WALLACE G	6	N
FALERO, WALLACE G; AIF	1	N
FALES, ROSA S	1	N
FALEY, CARMEN B	1	N
FALEY, EMILINE	1	N
FALEY, JOHN B	1	N
FALGIANO, MARTY	6	N
FALGIANO, MARTY F	22	N
FALGIANO, MICHAEL V	2	N
FALGIANO, MICHAEL VINCENT	3	N
FALGIANO, NICHOLAS LEE	3	N

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 09:36AM

From Date

To Date

Available:

Detail Search

Search Date: -

FALCUN CORP

FALCUN CORPORATION

LR 009730220 Type: **DBS 5/30/1973** Pages: **4**

Description: **154.36 ACRES ROANOKE CO**

File: **1** Change: **0**

Book: **973** Page: **220**

Name Type: **Grantee**

Pin or Map:

Reverse Party: **F W C CORP**

LR 009730302 Type: **DBS 5/30/1973** Pages: **2**

Description: **SUNDRY LOTS SEC 1 SOUTHAMPTON**

File: **1** Change: **0**

Book: **973** Page: **302**

Name Type: **Grantee**

Pin or Map:

Reverse Party: **F W C CORP**

LR 009970798 Type: **DBS 5/31/1974** Pages: **2**

Description: **LT 107 SEC 1 SOUTHAMPTON**

File: **1** Change: **0**

Book: **997** Page: **798**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **MILLS, GRACE C**

LR 010100313 Type: **DE 12/17/1974** Pages: **2**

Description: **PARCEL ROANOKE COUNTY**

File: **1** Change: **0**

Book: **1010** Page: **313**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **APPALACHIAN POWER CO**

LR 010100658 Type: **DBS 12/26/1974** Pages: **2**

Description: **LT 105 SEC 1 SOUTHAMPTON**

File: **1** Change: **0**

Book: **1010** Page: **658**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **WOLFORD, JAMES R**

LR 010110347 Type: **DBS 1/8/1975** Pages: **2**

Description: **LT 101 SEC 1 SOUTHAMPTON**

File: **1** Change: **0**

Book: **1011** Page: **347**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **COLEY, JONAH L; JR**

LR 010120261 Type: DBS 1/30/1975 Pages: 2 Description: LT 108 SEC 1 SOUTHAMPTON File: 1 Change: 0 Name Type: Grantor Reverse Party: THOMAS, ROBERT L	Book: 1012 Page: 261 Pin or Map:
LR 010170455 Type: DBS 5/13/1975 Pages: 2 Description: LT 106 SEC 1 SOUTHAMPTON File: 1 Change: 0 Name Type: Grantor Reverse Party: LUGAR, HOLLY MANN	Book: 1017 Page: 455 Pin or Map:
LR 010200541 Type: DBS 6/23/1975 Pages: 2 Description: LT 102 SEC 1 SOUTHAMPTON File: 1 Change: 0 Name Type: Grantor Reverse Party: ENGLISH, COLEMAN S	Book: 1020 Page: 541 Pin or Map:
LR 010250024 Type: DBS 8/20/1975 Pages: 2 Description: LT 104 SEC 1 SOUTHAMPTON File: 1 Change: 0 Name Type: Grantor Reverse Party: FITTON, RICHARD M; JR	Book: 1025 Page: 24 Pin or Map:
LR 010250080 Type: DBS 8/21/1975 Pages: 2 Description: LT 103 SEC 1 SOUTHAMPTON File: 1 Change: 0 Name Type: Grantor Reverse Party: HODGES, CHARLES E	Book: 1025 Page: 80 Pin or Map:
LR 012050983 Type: DBS 4/25/1984 Pages: 3 Description: 13.638 ACRES ROANOKE CO File: 1 Change: 0 Name Type: Grantor Reverse Party: NORTHAMPTON	Book: 1205 Page: 983 Pin or Map:
LR 012091947 Type: DE 8/3/1984 Pages: 3 Description: PARCEL ROANOKE COUNTY File: 1 Change: 0 Name Type: Grantor Reverse Party: APPALACHIAN POWER CO	Book: 1209 Page: 1947 Pin or Map:
LR 012420574 Type: DBS 8/1/1986 Pages: 3 Description: 53.8988 ACRES ROANOKE CO File: 1 Change: 0 Name Type: Grantor Reverse Party: VINTON TOWN OF	Book: 1242 Page: 574 Pin or Map:

GM C87020133 Type: **CHARTER 3/27/1987** Pages: **1**

Description: **INDEXED TO GIVE DOCUMENT A 9 DIGIT NUMBER &**

File: **1** Change: **0**

Book: **20** Page: **133**

Name Type: **Business**

Pin or Map:

Reverse Party: **REV PARTY NOT FOUND**

LR 012971740 Type: **DBS 12/30/1988** Pages: **3**

Description: **26.326 ACRES ROANOKE CO - ORIG BK: 0/0000**

File: **1** Change: **0**

Book: **1297** Page: **1740**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **VINTON TOWN OF**

LR 014250883 Type: **DE 11/22/1993** Pages: **4**

Description: **PARCEL**

File: **1** Change: **0**

Book: **1425** Page: **883**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **APPALACHIAN POWER CO**

LR 014771041 Type: **DBS 6/26/1995** Pages: **3**

Description: **PARCEL - LT 1 (5.00 AC)**

File: **1** Change: **0**

Book: **1477** Page: **1041**

Name Type: **Grantee**

Pin or Map:

Reverse Party: **TOWN OF VINTONVIRGINIA**

LR 000180023 Type: **PM 8/16/1995** Pages: **0**

Description: **SOUTH VINTON INDUSTRIAL PARK 70.08-1-1.7**

File: **1** Change: **0**

Book: **18** Page: **23**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **REV PARTY NOT FOUND**

LR 014871352 Type: **DBS 10/3/1995** Pages: **3**

Description: **NEW LT 1-A CONTAINING 1.437 ACRES**

File: **1** Change: **0**

Book: **1487** Page: **1352**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **E-Z MOUNT BRACKET COMPANY INC**

LR 015361918 Type: **DE 3/17/1997** Pages: **4**

Description: **PARCEL SEE INSTRUMENT**

File: **1** Change: **0**

Book: **1536** Page: **1918**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **VINTON TOWN OF**

LR 200422490 Type: **DBS 12/16/2004** Pages: **4**

Description: **41.101 ACRES**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **70.08-01-01**

Reverse Party: **FRALIN & WALDRON INC**

LR 200801881 Type: **DBS 2/12/2008** Pages: **3**

Description: **12.341 ACRES**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **70.08-1-1.13**

Reverse Party: **PARREE PORTER SR HOUSING INC**

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 09:42AM

From Date

To Date

Available:

Name Browse

Search: town of v Grp: Both Date: -

Name	Count	Business
TOWN OF VINTION VIRGINIA	1	Y
TOWN OF VINTON	1429	Y
TOWN OF VINTON ANNEXATION	4	Y
TOWN OF VINTON ANNEXATION VS ROANOKE CO	2	Y
TOWN OF VINTON COUNCIL	2	Y
TOWN OF VINTON PD	1	Y
TOWN OF VINTON POLICE DEPARTMENT	10	Y
TOWN OF VINTON VA	5	Y
TOWN OF VINTON VIRGINIA	158	Y
TOWN OF VINTON VIRGINIA (THE)	1	Y
TOWN OF VINTON VIRGINIA; (THE)	1	Y
TOWN OF VINTON, VIRGINIA	1	Y
TOWN OF VINTON; (TREASURER)	94	Y
TOWN OF VINTONVIRGINIA	21	Y
TOWN OF VIRGINIA VIRGINIA	2	Y
TOWN SIDE CORPORATION	23	Y

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 10:37AM

From Date

To Date

Available:

Detail Search

Search Date: -

TOWN OF VINTION VIRGINIA

TOWN OF VINTON

TOWN OF VINTON ANNEXATION

TOWN OF VINTON ANNEXATION VS ROANOKE CO

TOWN OF VINTON VA

TOWN OF VINTON VIRGINIA

TOWN OF VINTON VIRGINIA (THE)

TOWN OF VINTON VIRGINIA; (THE)

TOWN OF VINTON, VIRGINIA

TOWN OF VINTONVIRGINIA

TOWN OF VIRGINIA VIRGINIA

LR 014771041 Type: **DBS 6/26/1995** Pages: **3**

Description: **PARCEL - LT 1 (5.00 AC)**

File: **1** Change: **0**

Book: **1477** Page: **1041**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **FALCUN CORP**

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 09:46AM

From Date

To Date

Available:

Name Browse

Search: vinton t Grp: Both Date: -

Name	Count	Business
VINTON TECHNOLOGIES	1	Y
VINTON THEATRE CORPORATION	2	Y
VINTON TIRE INC	9	Y
VINTON TOWN COUNCIL	48	Y
VINTON TOWN COUNCIL OF	2	Y
VINTON TOWN OF	279	Y
VINTON TOWN OFVIRGINIA	3	Y
VINTON UPHOLSTERY INC	5	Y
VINTON VAC SHOP	1	Y
VINTON VARIETY MALL	1	Y
VINTON VETEERINARY HOSPITAL INC	1	Y
VINTON VETEINARY HOSPITAL INC	1	Y
VINTON VETERINARY	45	Y
VINTON VETERINARY HOSPITAL	14	Y
VINTON VETERINARY HOSPITAL INC	133	Y
VINTON VINTON VETERINARY	3	Y

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 10:26AM

From Date

To Date

Available:

Detail Search

Search Date: -

VINTON TOWN OF

VINTON TOWN OF VIRGINIA

LR 012420574 Type: **DBS 8/1/1986** Pages: **3**

Description: **53.8988 ACRES ROANOKE CO**

File: **1** Change: **0**

Book: **1242** Page: **574**

Name Type: **Grantee**

Pin or Map:

Reverse Party: **FALCUN CORP**

LR 012420577 Type: **DBS 8/1/1986** Pages: **8**

Description: **53.8988 ACRES ROANOKE CO**

File: **1** Change: **0**

Book: **1242** Page: **577**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **FRALIN, W H; TR**

LR 000100021 Type: **PM 8/6/1986** Pages: **0**

Description: **SOUTH VINTON INDUSTRIAL PARK**

File: **1** Change: **0**

Book: **10** Page: **21**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **REV PARTY NOT FOUND**

LR 012421090 Type: **DRC 8/6/1986** Pages: **14**

Description: **VINTON INDUSTRIAL PARK**

File: **1** Change: **0**

Book: **1242** Page: **1090**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **REV PARTY NOT FOUND**

LR 012500161 Type: **AMEND 12/3/1986** Pages: **15**

Description: **VINTON INDUSTRIAL PARK - ORIG BK:1242/1090**

File: **1** Change: **0**

Book: **1250** Page: **161**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **REV PARTY NOT FOUND**

LR 012560381 Type: **DBS 3/2/1987** Pages: **3**

Description: **2.0000 ACRES ROANOKE CO**

File: **1** Change: **0**

Book: **1256** Page: **381**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **CRAIGHEAD, DALE M**

LR 012620235 Type: **CPS 5/5/1987** Pages: **1**

Description: **LT 3 SOUTH VINTON INDUSTRIAL PARK - ORIG**

File: **1** Change: **0**

Book: **1262** Page: **235**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **HELSCHER, DAVID C; TR**

LR 012620236 Type: **CPS 5/5/1987** Pages: **1**

Description: **LT 2 SOUTH VINTON INDUSTRIAL PARK - ORIG**

File: **1** Change: **0**

Book: **1262** Page: **236**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **FRALIN, W H; TR**

LR 012700433 Type: **OTHER 8/18/1987** Pages: **16**

Description: **3 ACRES SO VINTON IND PARK - ORIG BK: 0/0000**

File: **1** Change: **0**

Book: **1270** Page: **433**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **OAK VIEW PROPERTIES INC**

LR 012971740 Type: **DBS 12/30/1988** Pages: **3**

Description: **26.326 ACRES ROANOKE CO - ORIG BK: 0/0000**

File: **1** Change: **0**

Book: **1297** Page: **1740**

Name Type: **Grantee**

Pin or Map:

Reverse Party: **FALCUN CORP**

LR 014771041 Type: **DBS 6/26/1995** Pages: **3**

Description: **PARCEL - LT 1 (5.00 AC)**

File: **1** Change: **0**

Book: **1477** Page: **1041**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **FALCUN CORP**

LR 014771044 Type: **DR 6/26/1995** Pages: **4**

Description: **SEE INSTRUMENT - ORIG BK:1242/0577**

File: **1** Change: **0**

Book: **1477** Page: **1044**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **VINTON TOWN OF**

LR 014771048 Type: **CPS 6/26/1995** Pages: **2**

Description: **PARCEL SEE INSTRUMENT - ORIG BK:1242/0577**

File: **1** Change: **0**

Book: **1477** Page: **1048**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **VINTON TOWN OF**

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 10:39AM

From Date

To Date

Available:

Name Browse

Search: fwc Grp: Both Date: -

none

Name	Count	Business
FWC CORPORATION	3	Y
FWHITING, CONSTANCE A	1	N
FWHITING, JOSEPH E	1	N
FWJSS ASSOCIATES LLC	6	Y
FY PROPERTIES LLC	41	Y
FYAN, DOROTHY M	1	N
FYE	1	Y
FYG PROPERTIES LLC	45	Y
FYOCK, VALERIE ANN	1	N
G & B ELECTRICAL & MECHANICAL CONTRACTORS	1	Y
G & F ROOFERS INC	1	Y
G & G CONSTRUCTION CO	5	Y
G & G LAWN AND LANDSCAPING	2	Y
G & G SHOPS OF NORTH CAROLINA INC	2	Y
G & G SHOPS OFNORTH CAROLINA INC -D/B/A	1	Y
G & H CONTRACTING INC	5	Y

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 10:39AM

From Date

To Date

Available:

Name Browse

Search: f w Grp: Both Date: -

Name	Count	Business
F W C CORP	213	Y
F W C CORPORATION	3	Y
F W COMMUNITY DEVELOPMENT	1	Y
F W DODGE	2	Y
F W DODGE COMPANY	2	Y
F W DODGE MCGRAW HILL; CONSTRUCTION INFO SERVICES	2	Y
F W DODGE PLAN ROOM	2	Y
F W FINNEY CONST CO	2	Y
F W FINNEY CONST CORP	16	Y
F W FINNEY CONSTRUCTION CORP	38	Y
F W FINNEY CONSTRUCTION CORPORATION	5	Y
F W MANAGEMENT CORPORATION	4	Y
F W PROPERTIES LLC	1	Y
F W PROPERTIESLLC	1	Y
F W SECURITIES CORP	2	Y
F W WEBB PROPERTIES LLC	14	Y

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - ROANOKE COUNTY CIRCUIT COURT 10/12/2023 10:44AM

From Date

To Date

Available:

Detail Search

Search Date: -

F W C CORP

F W C CORPORATION

LR 009730220 Type: **DBS 5/30/1973** Pages: **4**

Description: **154.36 ACRES ROANOKE CO**

File: **1** Change: **0**

Book: **973** Page: **220**

Name Type: **Grantor**

Pin or Map:

Reverse Party: **FALCUN CORP**

Lawyers Title Insurance Corporation

A LAWYERS AMERICA COMPANY

POLICY NUMBER

PRO-FORMA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon (a) usury, or (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

IN WITNESS WHEREOF LAWYERS TITLE INSURANCE CORPORATION has caused this Policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

LAWYERS TITLE INSURANCE CORPORATION

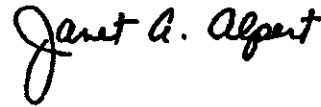
Attest:



Secretary



By:



President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
(b) Any law, ordinance or governmental regulation relating to environmental protection.
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel or which the land is or was a part.
(d) The effect of any violation of the matters excluded under (a), (b), or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes, deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A; and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said lands.

2. (a) Continuation of Insurance after Acquisition of Title

This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A;
- (ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions-Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss-Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said

Policy of Title Insurance

Lawyers Title Insurance Corporation

Schedule A

Order Number: VW128165Yroa

Policy Number: 1970/1984 PRO FORMA

Reference Number: 2006-11657

Amount of Insurance: \$5,824,000.00

Date of Policy: The date shown below or the date of recording of the instruments referred to in Item 4, whichever is the later.

DATE AND TIME OF RECORDATION

1. Name of Insured

United States of America Acting By and Through the Secretary of Housing and Urban Development, its successor and/or assigns as their interests may appear

2. The estate or interest in the land described herein and which is covered by this policy is:
Fee Simple

3. The estate or interest referred to herein is at date of policy vested in:
Parree Porter Sr. Housing, Inc.

4. The mortgage, herein referred to as the insured mortgage, and the assignments, thereof, if any, are described as follows:

a. Deed of Trust from Parree Porter, Sr. Housing, Inc. to _____, as Trustee for the benefit of United State of America, acting by and through the Secretary of Housing and Urban Development, dated as of _____, 2007, and recorded _____, 2007 at _____ a.m./p.m. as Instrument No. _____, Clerk's Office, Circuit Court, County of Roanoke, State of Virginia.

b. Regulatory Agreement from Parree Porter, Sr. Housing, Inc. to the Secretary of Housing and Urban Development dated _____, 2007, and recorded _____, 2007 at _____ a.m./p.m. as Instrument No. _____, in the aforesaid Clerk's Office.

5. The land referred to in this policy is described in the said instrument and identified as follows:
See attached Exhibit A

Counter signed:

PRO FORMA

Lawyers Title Insurance Corporation
305 First Street SW
305 Shenandoah Building
Roanoke, VA 24011

Exhibit A

Policy Number: 1970/1984 PRO FORMA

Located in the County of Roanoke, State of Virginia:

BEGINNING at an iron stake on the eastern right-of-way margin of Wyndham Dr. (50' Public R/W), iron stake being further located from the centerline intersection of Wyndham Dr. (50' Public R/W) and 3rd St. (60' Public R/W) S 45 deg. 00' 14" E 39.01 feet; thence running with the eastern right-of-way N 00 deg. 31' 40" W 60.22 feet to an iron stake set; thence continuing N 22 deg. 50' 36" W 150.00 feet to an iron stake set; thence running with the line of Town of Vinton S 89 deg. 31' 39" E 311.22 feet to an iron stake set; thence continuing S 73 deg. 11' 13" E 263.39 feet to an iron stake set; thence S 59 deg. 25' 11" E 263.39 feet to an iron stake set; thence S 51 deg. 51' 45" E 350.58 feet; thence running with the line of Southampton Homeowners Association the following courses and distances: S 45 deg. 44' 00" W 197.98 feet to an iron stake set; N 59 deg. 55' 40" W 155.20 feet to an iron stake set; N 56 deg. 58' 00" W 180.00 feet to an iron stake set; S 33 deg. 02' 00" W 490.18 feet to an iron stake on the eastern right-of-way margin of Wyndham Dr. (50' Public R/W); thence running with the eastern R/W margin of Wyndham Dr. with a curve having a radius of 785.00 feet, length of 276.43 feet, chord bearing and distance N 36 deg. 59' 59" W 275.00 feet to an iron stake set; thence continues with a curve having a radius of 1400.00 feet, length 563.80 feet, chord bearing and distance N 15 deg. 22' 29" W 560.00 feet to the Point of Beginning and contains 12.341 acres more or less.

Schedule B - Part I

Policy Number: 1970/1984 PRO FORMA

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Those taxes and special assessments which become due and payable subsequent to the date of the Policy.
2. Easement from Loula P. Vinyard, et al, granted to Appalachian Electric Power Company by instrument dated April 20, 1941 and recorded in Deed Book 295, at Page 38, among the aforesaid land records.
3. Easement from Loula P. Vinyard, et al, granted to Appalachian Electric Power Company by instrument dated April 23, 1947 and recorded in Deed Book 367, at Page 504, among the aforesaid land records.
4. Easement from Patrick L. Wingfield and Gladys E. Wingfield granted to Town of Vinton by instrument dated January 7, 1965 and recorded in Deed Book 762, at Page 74, among the aforesaid land records.
5. Easement from Patrick L. Wingfield and Gladys E. Wingfield; Thomas M. Darnall, Sole Acting Trustee; and Walter D. Vinyard, Claiborne W. Vinyard, William P. Vinyard, Ernestine M. Vinyard and Lela P. Vinyard granted to Briarcliff Surf Club, Incorporated by instrument dated February 23, 1965 and recorded in Deed Book 765, at Page 513, among the aforesaid land records.
6. Easement from Falcun Corp. granted to Appalachian Power Company by instrument dated November 8, 1974 and recorded in Deed Book 1010, at Page 313, among the aforesaid land records.
7. Easement from Falcun Corporation granted to Appalachian Power Company by instrument dated July 9, 1984 and recorded in Deed Book 1209, at Page 1947, among the aforesaid land records.
8. Easement from Falcun Corporation granted to Appalachian Power Company by instrument dated September 20, 1993 and recorded in Deed Book 1425, at Page 883, among the aforesaid land records.
9. Easement from Falcun Corporation granted to Town of Vinton, Virginia Municipal Corporation by instrument dated September 12, 1996 and recorded in Deed Book 1536, at Page 1918, among the aforesaid land records.
10. The following matters as shown on plat of subdivision recorded in Deed Book 973, page 223:
 - (a) 12 foot Sanitary Sewer Easement along the southeasterly side of the property.
 - (b) 10 foot Chesapeake and Potomac Telephone easement along the East side of the property.
 - (c) Portion of an old Appalachian Power Co. road leading to the APCO dam which road runs along the southeasterly corner of the property.
11. Possible filed or unfiled mechanics' and/or materialmen's liens; however, this policy provides affirmative mechanic's lien insurance as set forth in the attached endorsement.
12. Pending disbursement of the full proceeds of the loan secured by the deed of trust set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in or objections to the title, up to the face amount of the policy. Said increase in the Company's liability is conditioned upon receipt by the Company at the time of each disbursement of waivers or releases of liens from all those persons performing work or furnishing supplies or materials prior to each disbursement. At the time of each disbursement, the title must be continued down to such time for possible liens or objections intervening between the date hereof and the date of such disbursement.
13. Such state of facts occurring subsequent to March 8, 2006 which would be disclosed by an accurate survey and inspection of the insured premises.

NOTE: THIS SPECIMEN (PRO FORMA) POLICY IS FURNISHED AT THE REQUEST OF THE PROPOSED INSURED AND IT IS UNDERSTOOD AND AGREED THAT IT DOES NOT REFLECT THE PRESENT STATE OF TITLE. THE FURNISHING OF COVERAGE SET FORTH HEREIN IS CONTINGENT UPON ALL OF THE COMPANY'S REQUIREMENTS BEING SATISFIED AT OR PRIOR TO CLOSING.

Schedule B - Part II

Policy Number: 1970/1984 PRO FORMA

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

1. UCC Financing Statement from Parree Porter Sr. Housing, Inc. to United State of America, acting by and through the Secretary of Housing and Urban Development filed as FS No. _.

Lawyers Title Insurance Corporation

ENDORSEMENT

Attached to and made a part of Policy Number: 1970/1984 PRO FORMA

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- a. any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the Circuit Court of the County or City in which the land is located, except as set forth in Schedule B, or
- b. any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:
 1. CERCLA type environmental lien statutes: None
 2. All other types: Section 15.1-11 of the code of Virginia as amended.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, This Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.

Dated: _____

Lawyers Title Insurance Corporation
PRO FORMA

Authorized Officer or Licensed Agent

ALTA Form 8.1 (Environmental Protection Lien)
Form 2291-45 (3/12/88)

Lawyers Title Insurance Corporation

ENDORSEMENT

Attached to and made a part of Policy Number: 1970/1984 PRO FORMA

1. The insurance for Advances added by Sections 2 & 3 of this endorsement is subject to; the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, except Exclusion 3(d); the provisions of the Conditions and Stipulations, except Section 9(b); and the Exceptions contained in Schedule B.
 - a. "Agreement," as used in this endorsement, shall mean the note or loan agreement secured by the insured mortgage or the insured mortgage.
 - b. "Advances," as used in this endorsement, shall mean only those advances of principal indebtedness made after the Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the insured mortgage to pay taxes and insurance, assure compliance with laws or to protect the lien of the insured mortgage before the time of acquisition of the estate or interest in the land and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
2. The Company insures against loss or damage to the insured as a result of:
 - a. The invalidity or unenforceability of the lien of the insured mortgage as security for each Advance.
 - b. The priority of any lien or encumbrance over the lien of the insured mortgage as security for each Advance.
 - c. The invalidity or unenforceability or loss of priority of the lien of the insured mortgage as security for the unpaid principal indebtedness and Advances resulting from: (i) re-Advances and repayments of indebtedness; (ii) lack of outstanding indebtedness before an Advance; or (iii) the failure of the insured mortgage to comply with the requirements of state law of the state in which the land is located to secure Advances.
3. The Company also insures against loss or damage to the insured as a result of:
 - a. The invalidity or unenforceability of the lien of the insured mortgage resulting from any provisions of the Agreement that provide for: (i) interest on interest; (ii) changes in the rate of interest; or (iii) the addition of unpaid interest to the principal indebtedness.
 - b. Loss of priority of the lien of the insured mortgage as security for the principal indebtedness, including any unpaid interest which was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by (i) changes in the rate of interest; (ii) interest on interest; or (iii) increases in the unpaid principal indebtedness resulting from the addition of unpaid interest.

"Changes in the rate of interest," as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to a formula provided in the insured mortgage at Date of Policy.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) resulting from:
 - a. Advances made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor.
 - b. The loss of priority of Advances to real estate taxes or assessments imposed on the land by governmental authority arising after the Date of Policy.
 - c. The loss of priority to a federal tax lien of any Advance made after the earlier of (i) actual knowledge of the insured that a federal tax lien was filed against the mortgagor, or (ii) the expiration of more than forty-five days after notice of a federal tax lien filed against the mortgagor.
 - d. The loss of priority of any Advance made after the insured has actual knowledge of the existence of liens, encumbrances or other matters affecting the land intervening between the Date of Policy and the Advance, as to the intervening lien, encumbrance or other matter.
 - e. The loss of priority of Advances to any federal or state environmental protection lien.
 - f. Usury, or any consumer credit protection or truth-in-lending law.
 - g. [The loss of priority of an Advance to a mechanic's or materialmen's lien.]

5. The Amount of Insurance defined in Section 2(c)(ii) of the Conditions and Stipulations shall include Advances.
6. Section 8(d) of the Conditions and Stipulations shall not apply to Advances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

IN WITNESS WHEREOF, this Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

ProForma Title Insurance Corporation

PRO FORMA

Authorized Officer or Licensed Agent

ALTA Form 14.1 (Future Advance-Knowledge) (Adopted 10/03),
Section IV-23

Lawyers Title Insurance Corporation

ENDORSEMENT

Attached to and made a part of Policy Number: 1970/1984 PRO FORMA

The Company insures against loss or damage sustained by the insured if, at Date of Policy: (i) the land does not abut and have both actual vehicular and pedestrian access to and from Wyndham Drive, a physically open road publicly maintained, or (ii) the insured has no right to use existing curb cuts or entries.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.

IN WITNESS WHEREOF, this Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Lawyers Title Insurance Corporation

PRO FORMA

Authorized Officer or Licensed Agent

ALTA Form 17 (Access and Entry) (Adopted 10/03), Section IV-30

Lawyers Title Insurance Corporation

ENDORSEMENT

Attached to and made a part of Policy Number: 1970/1984 PRO FORMA

The Company insures the insured against loss or damage sustained in the event that, at Date of Policy:

1. According to applicable zoning ordinances and amendments thereto, the land is not classified Zone _____.
2. The following use or uses are not allowed under that classification:

There shall be no liability under this endorsement based on:

- c. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto mentioned above, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses.
- d. The invalidity of the ordinances and amendments thereto mentioned above until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
- e. The refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, This Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Endorsement to become valid when countersigned by an authorized officer or agent of the Company.

Dated: _____

Lawyers Title Insurance Corporation

PRO FORMA

Authorized Officer or Licensed Agent

ALTA Form 3 (Zoning) (10/17/1998)
Form 1145-7

indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
- (iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability, has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Lawyers Title Insurance Corporation

Lawyers Title Insurance Corporation

A LAWYERS TITLE COMPANY

LOAN POLICY OF TITLE INSURANCE

AMERICAN LAND TITLE ASSOCIATION
1970 (Rev. 10-17-84)

Issued By
Lawyers Title Insurance Corporation

Home Office:
101 Gateway Centre Parkway, Gateway One
Richmond, Virginia 23235-5153

A WORD OF THANKS

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Lawyers Title
Insurance Corporation**

P.O. Box 27567

Richmond, Virginia 23261-7567

TOLL FREE NUMBER: 1-800-448-7086

Property Location:
Parcel ID: 070.08-01-01.07-0000

Magisterial District: Vinton

Account: 26271

Card 1 of 1
Owner Name and Mailing Address:

FALCUN CORP

90 TOWN CENTER ST STE 200 DALEVILLE VA 24083


Current Property Assessment 2023
Total Building Value: 0

Total Land Value: 108900

Total Value: 108900

Narrative Description

This property contains 3.56000 AC of land with a(n) N/A style building, Built about N/A, having primary N/A secondary N/A exterior and N/A roof cover, N/A bedroom(s), N/A full bath(s), N/A half bath(s).

Property Characteristics
Jurisdiction: Town Of Vinton

Legal Description: MAJ PT LT 1 SOUTH VINTON INDUSTRIAL PARK

Deeded Acreage: 3.56000 AC

Neighborhood: J019 / VINTON INDUSTRIAL 2

Estimated Acreage: 3.5601 AC

Census Block: 511610311012011

Vacant Land: YES

Land Use Program: NO

Sales Information
Most Recent Sales

<u>Sale Date</u>	<u>Sale Price</u>	<u>Legal Reference</u>
8/16/1995	0	PB0000180023
8/16/1995	0	PB0000180023
8/16/1995	0	PB0000180023
6/26/1995	0	DB0014771041
1/1/1900	0	PB0001800023

Property Location:

Parcel ID: 070.08-01-01.07-0000

Magisterial District: Vinton

Account: 26271

Card 1 of 1

Zoning Information

Split:

Zoning Code

Vinton-M2

Zoning Description

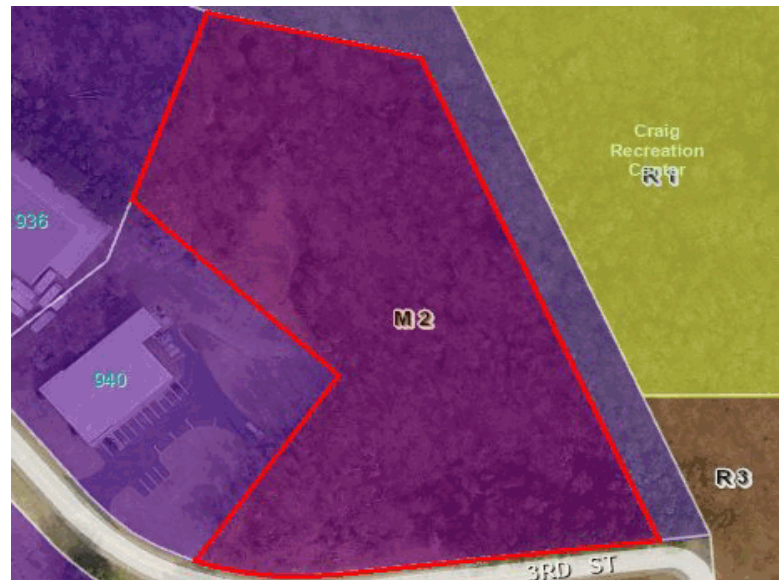
General Industrial District

Action No:

Date:

Ordinance:

Name:



Property Location:**Parcel ID:** 070.08-01-01.07-0000**Magisterial District:** Vinton**Account:** 26271**Card 1 of 1**

Overlay Districts**Emergency Communications:** [No](#)**Airport:** [No](#)**Wellhead Protection:** [No](#)**Floodplain:** [No](#)**Roanoke River Conservation:** [No](#)***Manufactured Housing:** [No](#)**Clearbrook Village:** [No](#)

*For more Information on Town of Vinton Zoning, please call 540-983-0605 or visit

<https://www.vintonva.gov/index.aspx?NID=19>

Community Number: 510190**Flood Zone Information****Flood Certificates** **FIRM Panel:** [51161C0169G](#)**Flood Zone:** X**Effective Date:** 9/28/2007**Floodway:**

Property Location:**Parcel ID:** 070.08-01-01.07-0000**Magisterial District:** Vinton**Account:** 26271**Card 1 of 1**

Building Areas**Sub Area****Sketched Area****Finished Area****Perimeter**

Property Location:

Parcel ID: 070.08-01-01.07-0000

Magisterial District: Vinton

Account: 26271

Card 1 of 1

Property Location:**Parcel ID:** 070.08-01-01.07-0000**Magisterial District:** Vinton**Account:** 26271**Card 1 of 1**

Services**Trash Service:** [Thursday](#)**Bulk & Brush Pickup:** [Town Of Vinton](#)**Recycling:** [Map](#)

Transfer Station Hollins Road (2.35 miles)

Recreational Center: [Map](#)

Craig Avenue Recreation Center (0.24 miles)

Library: [Map](#)

Vinton Branch Library (1.09 miles)

Town of Vinton[Website](#)**Services:** Contact Provider**Police Station:** [Map](#)[Vinton Police, 311 S Pollard St, Vinton VA](#)**Fire Station:**[Town of Vinton](#)

Schools**Elementary School:** [W E Cundiff](#)**Middle School:** [William Byrd](#)**High School:** [William Byrd](#)

Property Location:**Parcel ID:** 070.08-01-01.07-0000**Magisterial District:** Vinton**Account:** 26271**Card 1 of 1****Broadband Providers****Satellite**

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
HUGHESNET	Data Not Available	Data Not Available
DISHNET SATELLITE BROADBAND	Data Not Available	Data Not Available
SKYCASTERS	Data Not Available	Data Not Available
VIASAT INC	Data Not Available	Data Not Available

Wireless 4G

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
AT&T MOBILITY	Data Not Available	Data Not Available
NTELOS	Data Not Available	Data Not Available
SPRINT	Data Not Available	Data Not Available
T-MOBILE	Data Not Available	Data Not Available
US CELLULAR	Data Not Available	Data Not Available
VERIZON WIRELESS	Data Not Available	Data Not Available

Wireless LTE

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
AT&T MOBILITY	Data Not Available	Data Not Available
T-MOBILE	Data Not Available	Data Not Available
US CELLULAR	Data Not Available	Data Not Available
VERIZON WIRELESS	Data Not Available	Data Not Available

Wireline Cable

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
COX COMMUNICATIONS	Data Not Available	Data Not Available

Property Location:**Parcel ID:** 070.08-01-01.07-0000**Magisterial District:** Vinton**Account:** 26271**Card 1 of 1****Wireline DSL**

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
VERIZON VIRGINIA LLC	Data Not Available	Data Not Available

Property Location:

Parcel ID: 070.08-01-01.07-0000

Magisterial District: Vinton

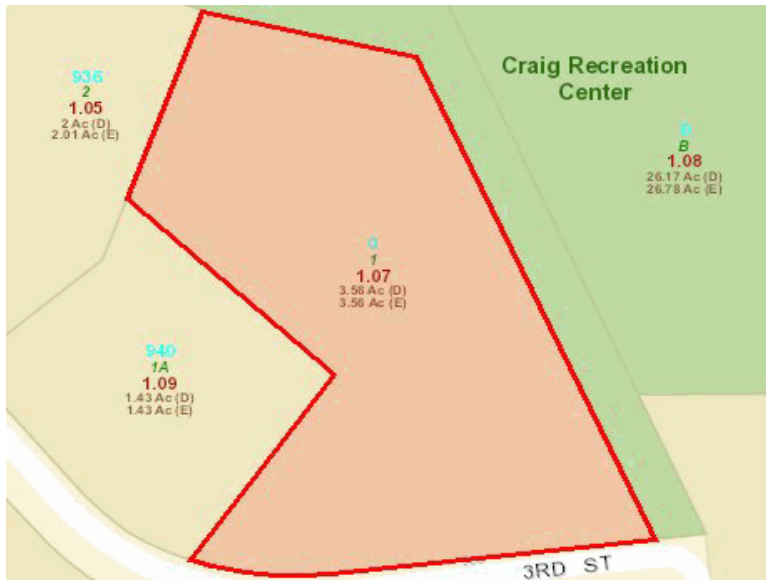
Account: 26271

Card 1 of 1

Pictometry



Tax Map



Property Location:

Parcel ID: 070.08-01-01.07-0000

Magisterial District: Vinton

Account: 26271

Card 1 of 1

Hybrid



Property Location:
Parcel ID: 070.08-01-01.00-0000

Magisterial District: Vinton

Account: 26264

Card 1 of 1
Owner Name and Mailing Address:

FALCUN CORP

90 TOWN CENTER ST STE 200 DALEVILLE VA 24083


Current Property Assessment 2023
Total Building Value: 0

Total Land Value: 173800

Total Value: 173800

Narrative Description

This property contains 6.57000 AC of land with a(n) N/A style building, Built about N/A, having primary N/A secondary N/A exterior and N/A roof cover, N/A bedroom(s), N/A full bath(s), N/A half bath(s).

Property Characteristics
Jurisdiction: Town Of Vinton

Legal Description: REMAINING PROP OF FALCUN CORPN ROANOKE R

Deeded Acreage: 6.57000 AC

Neighborhood: J045 / APARTMENTS , VINTON

Estimated Acreage: 6.3777 AC

Census Block: 511610311012011

Vacant Land: YES

Land Use Program: NO

Sales Information
Most Recent Sales

<u>Sale Date</u>	<u>Sale Price</u>	<u>Legal Reference</u>
12/16/2004	145000	DB0200422490
12/16/2004	145000	DB0200422490
12/16/2004	145000	DB0200422490
12/16/2004	145000	DB0200422490
1/1/1900	0	PB0129701742
1/1/1900	0	DB0009730220

Property Location:

Parcel ID: 070.08-01-01.00-0000

Magisterial District: Vinton

Account: 26264

Card 1 of 1

Zoning Information

Split:

Zoning Code

Vinton-R3C

Zoning Description

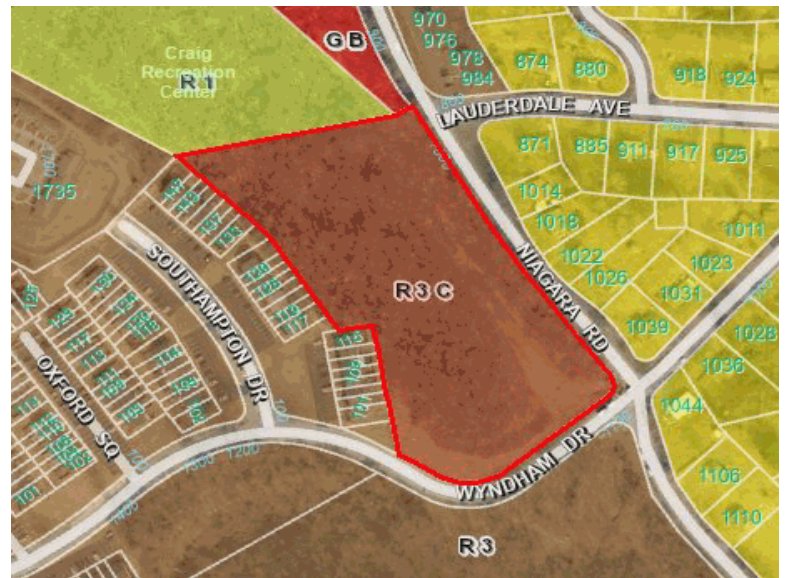
Residential District w/ Conditions

Action No:

Date:

Ordinance:

Name:



Property Location:**Parcel ID:** 070.08-01-01.00-0000**Magisterial District:** Vinton**Account:** 26264**Card 1 of 1**

Overlay Districts**Emergency Communications:** [No](#)**Airport:** [No](#)**Wellhead Protection:** [No](#)**Floodplain:** [No](#)**Roanoke River Conservation:** [No](#)***Manufactured Housing:** [No](#)**Clearbrook Village:** [No](#)

*For more Information on Town of Vinton Zoning, please call 540-983-0605 or visit

<https://www.vintonva.gov/index.aspx?NID=19>

Community Number: 510190**Flood Zone Information****Flood Certificates** **FIRM Panel:** [51161C0169G](#)**Flood Zone:** X**Effective Date:** 9/28/2007**Floodway:**

Property Location:**Parcel ID:** 070.08-01-01.00-0000**Magisterial District:** Vinton**Account:** 26264**Card 1 of 1**

Building Areas**Sub Area****Sketched Area****Finished Area****Perimeter**

Property Location:

Parcel ID: 070.08-01-01.00-0000

Magisterial District: Vinton

Account: 26264

Card 1 of 1

Property Location:**Parcel ID:** 070.08-01-01.00-0000**Magisterial District:** Vinton**Account:** 26264**Card 1 of 1**

Services**Trash Service:** [Thursday](#)**Bulk & Brush Pickup:** [Town Of Vinton](#)**Recycling:** [Map](#)

William Byrd Middle (2.53 miles)

Recreational Center: [Map](#)

Craig Avenue Recreation Center (0.65 miles)

Library: [Map](#)

Vinton Branch Library (1.24 miles)

Town of Vinton[Website](#)**Services:** Contact Provider**Police Station:** [Map](#)[Vinton Police, 311 S Pollard St, Vinton VA](#)**Fire Station:**[Town of Vinton](#)

Schools**Elementary School:** [W E Cundiff](#)**Middle School:** [William Byrd](#)**High School:** [William Byrd](#)

Property Location:**Parcel ID:** 070.08-01-01.00-0000**Magisterial District:** Vinton**Account:** 26264**Card 1 of 1****Broadband Providers****Satellite**

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
HUGHESNET	Data Not Available	Data Not Available
DISHNET SATELLITE BROADBAND	Data Not Available	Data Not Available
SKYCASTERS	Data Not Available	Data Not Available
VIASAT INC	Data Not Available	Data Not Available

Wireless 4G

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
AT&T MOBILITY	Data Not Available	Data Not Available
NTELOS	Data Not Available	Data Not Available
SPRINT	Data Not Available	Data Not Available
T-MOBILE	Data Not Available	Data Not Available
US CELLULAR	Data Not Available	Data Not Available
VERIZON WIRELESS	Data Not Available	Data Not Available

Wireless LTE

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
AT&T MOBILITY	Data Not Available	Data Not Available
T-MOBILE	Data Not Available	Data Not Available
US CELLULAR	Data Not Available	Data Not Available
VERIZON WIRELESS	Data Not Available	Data Not Available

Wireline Cable

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
COX COMMUNICATIONS	Data Not Available	Data Not Available

Property Location:**Parcel ID:** 070.08-01-01.00-0000**Magisterial District:** Vinton**Account:** 26264**Card 1 of 1****Wireline DSL**

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
VERIZON VIRGINIA LLC	Data Not Available	Data Not Available

Property Location:

Parcel ID: 070.08-01-01.00-0000

Magisterial District: Vinton

Account: 26264

Card 1 of 1

Pictometry



Tax Map



Property Location:

Parcel ID: 070.08-01-01.00-0000

Magisterial District: Vinton

Account: 26264

Card 1 of 1

Hybrid





Fidelity National Title Insurance Company

OFAC Sanctions List Search

Search Date & Time: 10/12/2023 3:20 pm

Order No.: 23-41364-R

Property Address: 0 3rd Street, Roanoke County, Vinton, VA 24179 0 Wyndham Dr, Roanoke County, Vinton, VA 24179

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

Business Name: Woltz & Associates, Inc.

****NO MATCH FOUND****

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>

For more information:

OFAC Hotline is: (202) 622-2490.

OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.

FinCEN Website: <http://www.fincen.gov/>

The information in this database was provided by the Office of Foreign Asset Control (OFAC) of the US Treasury Department.



Fidelity National Title Insurance Company



Fidelity National Title Insurance Company

OFAC Sanctions List Search

Search Date & Time: 10/12/2023 3:20 pm

Order No.: 23-41364-R

Property Address: 0 3rd Street, Roanoke County, Vinton, VA 24179 0 Wyndham Dr, Roanoke County, Vinton, VA 24179

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

Business Name: Falcun Corp

****NO MATCH FOUND****

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>

For more information:

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OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.

FinCEN Website: <http://www.fincen.gov/>

The information in this database was provided by the Office of Foreign Asset Control (OFAC) of the US Treasury Department.



Fidelity National Title Insurance Company
