

12652236



# 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: 9/9/2025  
Invoice No: 12652236  
Unit #: 03000.643141  
Customer Ref #: 25-43238-R

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

RE: Buyer: Woltz & Associates ✓

Property: 1559 Foothills Road,  
Callaway, VA 24067  
County/Parcel: 58-90

Foothills Road,  
Callaway, VA  
County/Parcel: 58-90.1

Seller: Wesley W. Naff, III

Notes:

Date	Code	Product Description	Liability	Charge Amount
9/9/2025	5500	Search and Exam VA	\$0.00	\$185.00
			<b>Invoice Total:</b>	<b>\$185.00</b>

## Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

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

Date: 9/9/2025  
Invoice No: 12652236  
Unit #: 03000.643141  
Contact: Acquisition Title and  
Settlement Agency, Inc.  
Check # \_\_\_\_\_  
Amount Enclosed \_\_\_\_\_

Please view your Search Notes in the Attached Document section of the Case Folder.

Thank you!

### **LIMITATIONS OF LIABILITY**

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

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.

RECIPIENT: ATLS

CASE NO: 12652236 RECIPIENT'S CASE NO: 25-43238R

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

Wesley W Naff III

☐ t/e w/s ☐ j/t w/s ☐ t/c ☐ no tenancy ☐ prtshp ☐ corp ☐ l/c

☒ UNDER THE FOLLOWING DEEDS

Grantor(s): → (see pg 1A) ←

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

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

☐ UNDER THE WILL OF: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Date of Probate: \_\_\_\_\_

Will Book & Pg./Inst. No: \_\_\_\_\_

☐ BY INHERITANCE FROM: \_\_\_\_\_

Date of Death: \_\_\_\_\_

Heirs determined by: \_\_\_\_\_

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE:

Decedent Acquired The Property By: \_\_\_\_\_

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

BRIEF LEGAL DESCRIPTION:

WLSR 6642 (Act DB 973-217(220) 261.098 acres  
01,034.179 ac - FORTNALLS ROAD con in DB 1099-1614 & 8 acres con.  
in DB 1194-834 ② 50 acres adj ①

☒ Use description on attached page(s) marked "description" in brackets "[ ]" → DB 1051-5109 (as to ①)

☒ Use description in Deed recorded in/as DB 1157-2925 (as to ②)

DEEDS OF TRUST: ☐ NONE

1. Grantor(s): Wesley W Naff

Trustee(s): Tanya Jones + Mitch Smith

Dated: 11-13-15

Deed Book & Pg./Inst. No: 1069-2576

Recorded: 11-16-15

Amount: \$1,812,000.00 (cc)

Named Beneficiary: Valley Star Credit Union

Assignments, Subordination Agmts, etc.: (covers ① + other property)

## VESTING DEEDS

GRANTOR: Harry M Richardson, Jr

DATED: 7-26-08 rec 8-7-08

DEED Book 943 - page 2274

GRANTORS: Wesley W NAA, III & w.f. Michele K NAA

DATED: 5-5-09 rec 5-6-09

DEED Book 959 - page 1274

(as to Parcel (1))

GRANTORS: Eugene D (Gene D) Schmitz & w.f. Elizabeth C BLESSIN

DATED 2-17-21 rec 2-26-21

DEED Book 1157 - page 2125

(as to Parcel (2))

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

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

JUDGMENTS: ☒ NONE  
Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_  
Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_  
☐ See additional judgments attached

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S):  
Waltz & Associates LIENS FOUND: NONE

FINANCING STATEMENTS: ☒ NONE  
Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_  
Debtor: \_\_\_\_\_  
Record Owner: \_\_\_\_\_  
Secured Party: \_\_\_\_\_  
☐ See additional Financing Statements attached

\*\*\*INFO HERE IS NOT WARRANTED - CONTACT TREASURER TO CONFIRM\*\*\*  
TAX & ASSESSMENT INFORMATION: Wesley W NAAFI III  
Assessed Owner: \_\_\_\_\_  
Assessed Description: 765.121 0003 - OFF Rt 6721 Foothills ROAD  
Tax Map/ID# 58-90 Bill # \_\_\_\_\_ GPIN# \_\_\_\_\_  
Land \$ 315,200 Improvements \$ 116,500 Total \$ 431,700  
Annual Amt \$ 1,856.32 Taxes Payable on: 6-5-12-5  
Taxes Paid Thru: 5/15/2025 Delinquent Taxes: NONE  
Taxes a Lien, Not Yet Due: 200 12 2025  
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: \_\_\_\_\_

Property Address (not warranted): 1559 Foothills Road Callaway

RESTRICTIONS AND/OR DECLARATIONS ☐ NONE  
Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1024-580  
Amendments at: (as to ①)  
Contain Reverter: ☐ Yes ☒ No  
Contain Easements (not shown on subd. plat): ☒ Yes ☐ No  
Contain Minimum Building Line not shown on subd. plat: ☒ Yes ☐ No  
Contain Assessments: ☐ Yes ☒ No

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

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

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

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S):

LIENS FOUND: \_\_\_\_\_

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

\*\*\*INFO HERE IS NOT WARRANTED - CONTACT TREASURER TO CONFIRM\*\*\*  
TAX & ASSESSMENT INFORMATION:

Assessed Owner: Wesley W Naff III  
Assessed Description: 50 acres - R-748  
Tax Map/ID# 58-90.1 Bill # \_\_\_\_\_ GPIN# \_\_\_\_\_  
Land \$ 68,300 Improvements \$ 3,900 Total \$ 72,200  
Annual Amt \$ 76.32 Taxes Payable on: 65 + 12.5  
Taxes Paid Thru: 6/1/2025 Delinquent Taxes: NONE ✓  
Taxes a Lien, Not Yet Due: 2/1/2025  
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: \_\_\_\_\_

Property Address (not warranted): \_\_\_\_\_

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

DEEDED EASEMENTS:

☒ NONE  
 From: George McKenna & Elaine O McKenna  
 To: Cee Telephone Company  
 Dated: 11-1-12 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 285-266  
 From: George R McKenna & Elaine O McKenna  
 To: Appalachian Power Company  
 Dated: 10-5-13 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 293-578  
 From: Mary E Bogart & Jan S Bogart  
 To: Appalachian Power Company  
 Dated: 10-7-13 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 293-580  
 \* From: Wesley W Naff, III & Michael R Naff  
 To: Virginia Outdoors Foundation  
 Dated: 11-1-12 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1024-580

☒ See additional easements attached

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as

- DB 973 27/220
1. part of old Daniels Run Road crosses E
  2. part of said land
  3. \_\_\_\_\_
  4. \_\_\_\_\_

SHOWN ON OTHER PLATS OF RECORD as follows: ☒ NONE

1. \_\_\_\_\_
2. \_\_\_\_\_

ACCESS

☒ Public street(s) named: Rt 642 (Foot Hills Road)  
☒ Appurtenant easement created by Deed Book & Pg./Inst. No.: 1099-1618  
☒ Road Maintenance Agreement in Deed Book & Pg./Inst. No.: \_\_\_\_\_

OTHER MATTERS:

→ NOTE: Access to 50 acre parcel (2) is over adjoining parcel (1)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BACK TITLE INFO.

(a to 1) (a to 2)  
☒ Exact ☐ Full ☒ Limited ☐ None Policy/Case # 7394716(1012)  
 EFFECTIVE DATE: 2 Sept. 2025 @ 8:00 A.M.

by

Funk A Bantin  
 Title: CRAMER

Copies ordered: ☐ Yes ☐ No Cost \$ \_\_\_\_\_ Hours: \_\_\_\_\_

Page 3 of 4



JUDGMENTS continued

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

FINANCING STATEMENTS continued

Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_

Debtor: \_\_\_\_\_

Record Owner: \_\_\_\_\_

Secured Party: \_\_\_\_\_

Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_

Debtor: \_\_\_\_\_

Record Owner: \_\_\_\_\_

Secured Party: \_\_\_\_\_

DEEDED EASEMENTS continued

From:

To:

Dated:

Recorded:

Deed Book &amp; Pg./Inst. No:

From:

To:

Dated:

Recorded:

Deed Book &amp; Pg./Inst. No:

From:

To:

Dated:

Recorded:

Deed Book &amp; Pg./Inst. No:

From:

To:

Dated:

Recorded:

Deed Book &amp; Pg./Inst. No:

~~EXCEPTED~~  
 All that certain tract or parcel of land, situate, lying and being in the Blackwater Magisterial District, Franklin County, Virginia, fronting on Route 642 (Foothills Road), CONTAINING 1034.179 ACRES, according to plat of survey prepared by Compass Point Land Surveying, P.C., Ronald E. Yount, L.S., dated March 11, 2009, revised December 3, 2009, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 973, at Pages 217-220, with this reference being made for a more complete and particular description of the subject property and as a means of incorporation by this reference thereto.

AND BEING the same property as acquired by the Grantor herein by the following Deeds: (i) by Deed dated July 21, 2008, from Harry M. Richardson, Jr., which Deed is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 943, at Page 2274; and, (ii) by Deed of Gift dated May 5, 2009, from Wesley W. Naff III and Michele K. Naff, which Deed is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 959, at Page 1274.

This conveyance is made together with and subject unto all easements, reservations, restrictions and conditions of record affecting the subject property.

LESS AND EXCEPT 261.058 acres conveyed to Woodmont of Franklin County, Virginia, LLC by deed dated September 1, 2017 recorded in said Clerk's Office in Deed Book 1099, page 1614

INSTRUMENT #150001352  
 RECORDED IN THE CLERK'S OFFICE OF  
 FRANKLIN COUNTY ON  
 MARCH 4, 2015 AT 04:14PM

TERESA J. BROWN, CLERK  
 RECORDED BY: AMT

TOGETHER WITH the joint use access easement as set forth in said Deed Book 1099, page 1614

ALSO LESS AND EXCEPT 8 acres conveyed to Michael L. Quisenberry & wife, Sharon H. Quisenberry by deed dated January 9, 2023 recorded in Deed Book 1199, page 834

# TAX INFORMATION SHEET

~~City~~ / COUNTY OF Franklin

TAX YEAR BEGINS: \_\_\_\_\_

TAX PAYABLE: ANNUALLY \_\_\_\_\_ SEMI-ANNUALLY ✓

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

DELINQUENT DATE (S) \_\_\_\_\_

CURRENT ASSESSMENT 20 25 LAND BOOK

Assessed Owner: Wesley W. III & Virginia Waff

Lot \_\_\_\_\_ Block Waff Section \_\_\_\_\_

Subdivision off Rt 602

Acreage 765.12 Acres - Footfalls Road

Property address, if available: 1559 Footfalls Rd (DB 1024-580 conserv)  
CW19 (Plat 975-2510) ement

Tax Map No. 58-90 Bill No. \_\_\_\_\_

Magisterial District Blackwater

Assessed Value:

Land 355,200 Improvements 116,500 Total 471,700

Land Use \_\_\_\_\_ Total \_\_\_\_\_

Annual Tax due (City/County) \$ 928.16 (half) \$1,856.32 (yr)

(Town, if applicable) \$ \_\_\_\_\_

(511)  
DA 10

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

Other Delinquencies \_\_\_\_\_

Supplemental/Rollback Taxes Assessed: \_\_\_\_\_

Remarks: Taxes are paid thru 511  
2025

# TAX INFORMATION SHEET

CITY / COUNTY OF Franklin

TAX YEAR BEGINS: \_\_\_\_\_

TAX PAYABLE: ANNUALLY \_\_\_\_\_ SEMI-ANNUALLY ✓

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

DELINQUENT DATE (S) \_\_\_\_\_

CURRENT ASSESSMENT 2025 LAND BOOK

Assessed Owner: Wesley W. Naff III

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Subdivision \_\_\_\_\_

Acreage 50 acres - R+7TB

Property address, if available: [031057-2925]

Tax Map No. 58-90.1 Bill No. \_\_\_\_\_

Magisterial District Blackwater

Assessed Value:

Land 68,300 Improvements 3,900 Total 72,200

Land Use \_\_\_\_\_ Total \_\_\_\_\_

Annual Tax due (City/County) \$ 48.16 / half = \$96.32 / yr

(Town, if applicable) \$ —

STAY  
PAID

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

Other Delinquencies \_\_\_\_\_

Supplemental/Rollback Taxes Assessed: \_\_\_\_\_

Remarks: Taxes are PAID (stay) STAY

2025

## Primary Order Information

State VA  
County / Town Franklin  
Order Type Residential Buy/Sell  
Application No. 12652236  
Application Date / Time 8/28/2025 4:12:23 PM  
Contact User Name Boush, Ethan - ethan@acquisitiontitle.net  
Contact User Phone 111-111-1111  
Company Name Acquisition Title and Settlement Agency, Inc.  
Associated Company  
Sales Rep  
Production User (If opened internally)  
Email Confirmation When Complete: ethan@acquisitiontitle.net  
Brand Fidelity  
Customer Reference No. 25-43238-R  
Additional Reference No.  
BackTitle No.

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## Seller / Owner

### Individual

First Name	Middle Name	Last Name	Status
Wesley	W	Naff III	
<del>Virginia</del>		<del>Ram</del>	

### Entity/ Estate / Trust

Entity / Estate / Trust(s)

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## Buyer / Borrower

### Individual

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

Entity / Estate / Trust(s)

Woltz & Associates

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## Sale Price / Loan Information

Sale Price: \$

Lender 1:

Loan No. 1:

Lender 1 Clause:

Loan Amount 1: \$

Lender 2:

Loan No. 2:

Lender 2 Clause:

Loan Amount 2: \$

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## Property Information

.Street No  
City Callaway  
Municipality  
Condominium Name  
Subdivision / Development  
Lot  
Section  
.Tax ID / Parcel No 0580009000  
New Construction No  
Section 1/4  
Last Deed Book  
Plat / Condo Book  
Recorded Lot  
Plat Instrument Number  
.Certificate No

Street Name Foothills Road  
State VA  
Zip Code 24067  
Unit Number  
Building  
Phase  
Block  
Township  
Range  
New Plat No  
Vacant Land No  
1/4 1/4 Section  
Page  
Page  
Recorded Plat  
Map No.  
Torrens No  
Abstract No

## Property Information

.Street No  
City  
Municipality  
Condominium Name  
Subdivision / Development  
Lot  
Section  
.Tax ID / Parcel No 0580009001  
New Construction No  
Section 1/4  
Last Deed Book  
Plat / Condo Book  
Recorded Lot  
Plat Instrument Number  
.Certificate No

Street Name  
State VA  
Zip Code  
Unit Number  
Building  
Phase  
Block  
Township  
Range  
New Plat No  
Vacant Land No  
1/4 1/4 Section  
Page  
Page  
Recorded Plat  
Map No.  
Torrens No  
Abstract No

## Request Product

**Selected Product**  
TW - Search Package Residential

**Due Date**  
9/5/2025 5:00:00 PM

# FIDELITY NATIONAL TITLE GROUP, INC.

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

## TITLE SEARCH REPORT

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RECIPIENT:

CASE NO: 7344716 RECIPIENT'S CASE NO: \_\_\_\_\_

(SEARCH 1 OF 2)

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

Wesley W Naff, III

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

☒ UNDER THE FOLLOWING DEEDS

Grantor(s): Harry M Richardson, Jr

Wesley W Naff, III  
+ wife Michele E Naff

Dated: 08/5/09 Recorded: 08/5/09 Deed Book & Pg./Inst. No: 943-2271/951-1271

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

☐ UNDER THE WILL OF:

Date of Death: \_\_\_\_\_ Date of Probate: \_\_\_\_\_

Will Book & Pg./Inst. No: \_\_\_\_\_

☐ BY INHERITANCE FROM:

Date of Death: \_\_\_\_\_

Heirs determined by: \_\_\_\_\_

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE:

Decedent Acquired The Property By: \_\_\_\_\_

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

BRIEF LEGAL DESCRIPTION:

1,034.179 ac - w/s  
12642 Foothills (Plat  
ROAD 08973-271/220)  
L&E 261.058 ac conv in DB 1049-1617

☒ Use description on attached page(s) marked "description" in brackets "[ ]" → DB 1059-1189

☐ Use description in \_\_\_\_\_ recorded in/as \_\_\_\_\_

DEEDS OF TRUST:

☐ NONE

1. Grantor(s):

Wesley W Naff, III

Trustee(s):

Tanya Jones + Mitch Smith

Dated:

11-13-15

Deed Book & Pg./Inst. No:

1069-2576

Recorded:

11-16-15

Amount: \$1,812,000.00 (CL)

Named Beneficiary:

Valley Star Credit Union

Assignments, Subordination Agmts, etc.:

→ (contains other property)

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

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

JUDGMENTS: ☒ NONE  
Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_  
Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_  
☐ See additional judgments attached

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S):

TBD

LIENS FOUND: \_\_\_\_\_

FINANCING STATEMENTS: ☒ NONE  
Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_  
Debtor: \_\_\_\_\_  
Record Owner: \_\_\_\_\_  
Secured Party: \_\_\_\_\_  
☐ See additional Financing Statements attached

\*\*\*INFO HERE IS NOT WARRANTED - CONTACT TREASURER TO CONFIRM\*\*\*  
TAX & ASSESSMENT INFORMATION:

Assessed Owner: Wesley W. Naff III (Va. Debtors Foundation)  
Assessed Description: 773.121 area - OFF R1642-Foothills Road  
Tax Map/ID# 58-90 Bill # \_\_\_\_\_ GPIN# \_\_\_\_\_  
Land \$ 35,200 Improvements \$ 54,600 Total \$ 369,800  
Annual Amt \$ 2,255.78 Taxes Payable on: 125  
Taxes Paid Thru: 2018 Delinquent Taxes: NONE  
Taxes a Lien, Not Yet Due: 2019  
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: \_\_\_\_\_

Property Address (not warranted): 1559 Foothills Road Callaway

RESTRICTIONS AND/OR DECLARATIONS ☐ NONE  
Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1024-580  
Amendments at: \_\_\_\_\_  
Contain Reverter: ☐ Yes ☒ No  
Contain Easements (not shown on subd. plat): ☒ Yes ☐ No  
Contain Minimum Building Line not shown on subd. plat: ☒ Yes ☐ No  
Contain Assessments: ☐ Yes ☒ No



DEEDED EASEMENTS:

( ) NONE  
 From: George McKenna + Elaine O McKenna  
 To: Lee Telephone Company  
 Dated: 11-1-72 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 285-266  
 From: George R McKenna + wife Elaine O McKenna  
 To: Appalachian Power Company  
 Dated: 10-5-73 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 293-578  
 From: Mary E Bogart + hus. Jim S Bogart  
 To: Appalachian Power Company  
 Dated: 10-12-73 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 293-580  
 From: Nesley W NAAF III + wife Michele L NAAF  
 To: Virginia Outdoors Foundation  
 Dated: 11-19-12 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1024-580

( ) See additional easements attached

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as

- DB 973-217/220  
 1. part of old Daniels Run Road crosses E part of said land  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_

SHOWN ON OTHER PLATS OF RECORD as follows: ( ) NONE

1. \_\_\_\_\_  
 2. \_\_\_\_\_

ACCESS

- ( ) Public street(s) named: RT 642 / Foothills Road  
 ( ) Appurtenant easement created by Deed Book & Pg./Inst. No.: 1099-1614  
 ( ) Road Maintenance Agreement in Deed Book & Pg./Inst. No.: \_\_\_\_\_

OTHER MATTERS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BACK TITLE INFO: ( ) Exact ( ) Full ( ) Limited ( ) None Policy/Case # 5091631  
 EFFECTIVE DATE: 2 JANUARY 2019 @ 8:00 A.M.

by Frank A Bantin  
 Title: EXAMINER

Copies ordered: ( ) Yes ( ) No Cost \$ \_\_\_\_\_ Hours: \_\_\_\_\_

Page 3 of 4

Attachment Page for [REDACTED] Case No.

7394716 (search of 2)

**JUDGMENTS** continued

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ In/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

**FINANCING STATEMENTS** continued

Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_

Debtor: \_\_\_\_\_

Record Owner: \_\_\_\_\_

Secured Party: \_\_\_\_\_

Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_

Debtor: \_\_\_\_\_

Record Owner: \_\_\_\_\_

Secured Party: \_\_\_\_\_

**DEEDED EASEMENTS** continued

From: Wesley W. Naff, III

To: Woodmont of Franklin County, Virginia, LLC

Dated: 9-1-17 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1099-1614

From: \_\_\_\_\_

To: \_\_\_\_\_

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

~~REMOVED~~

All that certain tract or parcel of land, situate, lying and being in the Blackwater Magisterial District, Franklin County, Virginia, fronting on Route 642 (Foothills Road), CONTAINING 1034.179 ACRES, according to plat of survey prepared by Compass Point Land Surveying, P.C., Ronald E. Yount, L.S., dated March 11, 2009, revised December 3, 2009, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 973, at Pages 217-220, with this reference being made for a more complete and particular description of the subject property and as a means of incorporation by this reference thereto.

AND BEING the same property as acquired by the Grantor herein by the following Deeds: (i) by Deed dated July 21, 2008, from Harry M. Richardson, Jr., which Deed is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 943, at Page 2274; and, (ii) by Deed of Gift dated May 5, 2009, from Wesley W. Naff III and Michele K. Naff, which Deed is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 959, at Page 1274.

This conveyance is made together with and subject unto all easements, reservations, restrictions and conditions of record affecting the subject property.

LESS AND  
EXCEPT 261.058 acres conveyed to Woodmont of Franklin County, Virginia, LLC by deed dated September 1, 2017 recorded in said Clerk's Office in Deed Book 1099, page 1614

INSTRUMENT #150001352  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
MARCH 4, 2015 AT 04:14PM

TERESA J. BROWN, CLERK  
RECORDED BY: AMT

TOGETHER WITH the joint  
use access easement as set  
forth in said Deed Book 1099, page 1614

RAINE & PERDUE, PLLC

ATTORNEYS AT LAW  
405 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

- Wesley W NAA III DB 440-531 (~~FFME RW~~)

SWF-Michèle K NAA

1 3-25-87

- Sam Litton

1 3-26-87

SWF-John Litton

1 3-26-87

to

(~~Engel~~ Engered.) Gene D Schmitz

SWF-Elizabeth C

Blessin

(R TBEW (RDS))

50 acres on NLS

old "Daniels Road

ROAD"

adj H Cooper

(grants reserve RW

over old Daniels

Road here)

C-#10

GW (EC of Title

(RPT: P/0.397-1027)

(from 3-25-87 to 1157-2925)

440-534 of (~~FFME~~ 3-25-87) 6-2 GDS/ELB (R) (LS 486-448)

→ 1157-2925 Affd (R: (GWS) Daniels Road above)

✓ 1157-2925 O → W W NAA III  
att

(E) GDS

ELB

(A-2005)

Judge

✓

✓

HS

✓

✓

Eugene D Schweg  
(aka Gene D Schweg)  
+ wife Elizabeth L  
Blessin

to  
Wesley W Naff III

C-#10  
GW (EC of Tette  
(TM 58-90.1)

(all  
copy)

DB (157-2425) (Franklin  
CO)

↑ 2-17-21

↑ 2-23-21

↑ 2-26-21

50 miles on  
MS of "Daniel's  
Road ROAD"  
adj of Cooper  
+ cut a reverse  
over Daniel's Road  
to get to  
IJE

[Ref: 410-531]

(from 2-17-21 to 1-1-22)

→ ✓ d thru 15f w/ up 48  
of file # 7394716 ←

(9-2-23 @ 5:00 PM)

→ up d8 (Fire # 7394716 (corz)  
Wesley W Naff, III (from 1-2-19 to date) FL

1125-2118 at (enc. 5-05-11) 3803333 → MKNAFF

(rel) (CIS 1185-2002)

(1157-2925) 0 fr. ED Schrey

1009654

(157-2927) (covers (157-2925)) 2-26-21 35 → GDS + ECB

(rel) (CIS 1172-2566)

(EP) 1194-834 0 → MC Quisenberry

8 ac plat pg 833 (A0 above) 200  
copy

-399 CAS

rel ↑ from D/K in 1069-2576

.. (9-2-25 @ 5:00 PM)

Jatg ✓

FIS ✓

Purchaser

(fr. 2005)  
Jark

Woffz &  
Associates

✓

BN 1915160833

OWNERS CONSENT TO THE  
APPROPRIATION AND TRANSFER OF THE INTERESTS OF THE ESTATE OF  
THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES,  
IF ANY.

12-19-2022  
DATE  
MICHAEL L. QUISENBERRY  
12-19-2022  
DATE  
SHARON H. QUISENBERRY  
12-19-2022  
DATE  
WESLEY W. NAFF

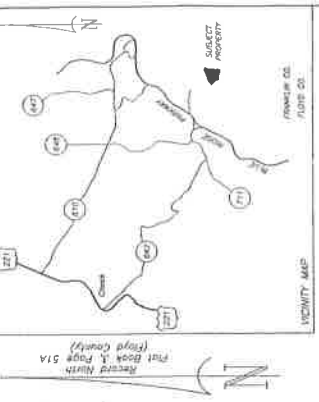
DATE  
SUE B. FERGUSON  
A NOTARY PUBLIC IN AND FOR  
THE COMMONWEALTH OF VIRGINIA  
DO HEREBY CERTIFY THAT  
19th DAY OF December 2022

WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE PERSONALLY  
APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME ON THIS  
19th DAY OF December 2022

MY COMMISSION EXPIRES 2/25/2024  
SUE B. FERGUSON  
NOTARY PUBLIC  
Instrument # 20220236  
My Commission Expires Feb 25 2024

Sue B. Ferguson  
A NOTARY PUBLIC IN AND FOR  
THE COMMONWEALTH OF VIRGINIA  
DO HEREBY CERTIFY THAT  
19th DAY OF December 2022  
WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE PERSONALLY  
APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME ON THIS  
19th DAY OF December 2022

MY COMMISSION EXPIRES 2/25/2024  
SUE B. FERGUSON  
NOTARY PUBLIC  
Instrument # 20220236  
My Commission Expires Feb 25 2024



- NOTES
1. BOUNDARY INFORMATION IS BASED ON 2001 FIELD SURVEY. REVISED R/W INFORMATION IS BASED ON A CURRENT FIELD SURVEY.
  2. THIS PLAT WAS PREPARED WITHOUT REPORT.
  3. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE DESIGNATED ZONE. THIS DETERMINATION IS BASED ON THE FLOOD HAZARD MAP AND HAS BEEN VERIFIED BY ACTUAL FIELD MEASUREMENTS. SEE FEMA PANEL #150670183C EFFECTIVE DATE 12/16/2008 ZONE A.
  4. THIS PLAT IS SUBJECT TO ALL PROVISIONS OF THE SUBDIVISION ACT, RECORDS, AND ORDINANCES OF THE COMMONWEALTH OF VIRGINIA.
  5. LOCATION OF COUNTY LINE WAS DETERMINED FROM U.S.G.S. QUADRANGLES AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.

January 11 2023 9:47 am  
Wesley W. Naff

Boundary Line Adjustment For  
Michael L. Quisenberry  
Sharon H. Quisenberry  
AND  
Wesley W. Naff, III  
8,000 Acres In Adjustment  
Located Off of The Blue Ridge Parkway  
Blackwater Magisterial District  
Franklin County, Virginia  
Scale: 1" = 200'. Date: 12-16-2022  
D. Jeffrey Scott PLS #1814  
Hillsville, Virginia 24343

RECORD REFERENCES AND NOTATIONS:  
DEED BOOK 959, PAGE 1074 (FRANKLIN CO.)  
DEED BOOK 910, PAGE 627 (FRANKLIN CO.)  
DEED BOOK 912, PAGE 289 (FRANKLIN CO.)  
DEED BOOK 1024, PAGE 580, EASTERN (FRANKLIN CO.)  
TAX MAP #0380009000 (FRANKLIN CO.)  
TAX MAP #0380009000 (FRANKLIN CO.)  
TAX MAP #0380009000 (FRANKLIN CO.)  
TAX MAP #0380009000 (FRANKLIN CO.)

Job No. 9303



8,000 Acres  
Total  
39,000 Acres  
Total  
1/4" = 200'

STATE CERTIFIED AND SURVEYED  
D. JEFFREY SCOTT  
NO. 1814  
LAND SURVEYOR  
COMMONWEALTH OF VIRGINIA

Scott Surveying and Mapping P.L.L.C. 1626 North Main Street Hillsville, VA 24343 (276) 728-3311

BK 1194 PG 0834

Prepared By: Rhodes & Ferguson Attorneys At Law, Inc.  
Hunter W. Naff (VSB #90142)  
305 South Main Street, Rocky Mount, VA 24151

Grantor: Wesley W. Naff, III  
Grantees: Michael L. Quisenberry and Sharon H. Quisenberry  
Grantees' Address: 519 Springhouse Lane  
Copper Hill, VA 24079  
Consideration: \$135,000.00  
Tax Parcel: P/O 58-90  
Underwritten By: First American Title Insurance Company

THIS DEED, made and entered into this the 9 day of January, 2023, by and between WESLEY W. NAFF, III, party of the first part, the GRANTOR, and MICHAEL L. QUISENBERRY and SHARON H. QUISENBERRY, husband and wife, as tenants by the entirety with the right of survivorship as at common law, parties of the second part, the GRANTEES.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, by the Grantees unto the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto MICHAEL L. QUISENBERRY and SHARON H. QUISENBERRY, as tenants by the entirety with full right of survivorship as at common law and not as tenants in common, the Grantees, all the following described parcel of land, situate, lying and being in the County of Franklin, Virginia, to-wit:

All that tract or parcel of land, lying and being in the Blackwater Magisterial District, Franklin County, Virginia, containing eight (8) acres, more or less, and being shown on that certain "Boundary Line Adjustment For Michael L. Quisenberry, Sharon H. Quisenberry and Wesley W. Naff, III", dated December 16, 2022, and prepared by D. Jeffrey Scott, L.S. Said plat is attached hereto and made a part hereof for a more particular description of the property herein conveyed. Said property to be conveyed is more particularly described as follows:

RHODES  
&  
FERGUSON

ATTORNEYS AT LAW

305 South Main Street  
Rocky Mount, Virginia 24151

230000151



BEGINNING at a ½" rebar found S. 62 degs. 04' 00" E. 193.64 feet from the northernmost property line between Wesley W. Naff, III, and Michael L. Quisenberry and Sharon H. Quisenberry; thence leaving said point S. 62.04 degs. 04' 00" E. 32.58 feet to a 5/8" rebar set; thence S. 24 degs. 57' 25" W. 338.68 feet to a ¾" pipe set; thence S. 02 degs. 03' 40" W. 1049.28 feet to a ¾" pipe set; thence S. 37 degs. 35' 05" W. 90.61 feet to a ¾" pipe set; thence N. 71 degs. 27' 44" W. 476.28 to a ¾" pipe set; thence N. 83 degs. 27' 32" W. 162.49 feet to a ¾" pipe set; thence S. 76 degs. 04' 43" W. 266.35 feet to a ¾" pipe found; thence N. 30 degs. 01' 31" E. 8.24 feet to a ½" rebar found; thence N. 37 degs. 14' 51" E. 116.21 feet to a ½" rebar found; thence N. 58 degs. 27' 36" E. 177.57 feet to a ½" rebar found; thence N. 87 degs. 28' 22" E. 204.19 feet to a ½" rebar found; thence S. 81 degs. 22' 57" E. 276.99 feet to a ¾" pipe found; thence N. 37 degs. 35' 04" E. 127.33 feet to a ½" rebar found; thence N. 32 degs. 46' 55" W. 111.84 feet to a ½" rebar found; thence N. 01 degs. 51' 45" W. 157.27 feet to a ½" rebar found; thence N. 10 degs. 47' 09" W. 108.38 feet to a ½" rebar found; thence N. 29 degs. 30' 48" E. 139.41 feet to a ½" rebar found; thence N. 03 degs. 48' 12" E. 148.28 feet to a ½" rebar found; thence N. 43 degs. 01' 25" E. 157.78 feet to a ½" rebar found; thence N. 11 degs. 57' 41" E. 104.75 feet to a ½" rebar found; thence N. 28 40' 12" E. 99.34 feet to a ½" rebar found; thence N. 41 degs. 34' 40" E. 192.50 feet to a ½" rebar found, the point of BEGINNING.

BEING a portion of the same property identified as "Parcel E – The Cabin Tract at Daniels Run – Tax Map/Parcel #58-90" conveyed to Wesley W. Naff, III, in deed dated May 5, 2009, of record in the aforesaid clerk's office in Deed Book 959, page 1274.

SUBJECT TO that Deed of Gift of Easement between Wesley W. Naff, III, Grantor, Michele K. Naff, Additional Grantor, and Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, Grantee, dated November 19<sup>th</sup>, 2012, and recorded in the aforesaid clerk's office in Deed Book 1024, page 580, and also made subject to any and all notes, reservations, restrictions, easements, etc., provided on the aforesaid plat and to any and all other reservations,

BK 1194 PG 0836

restrictions, easements, and/or covenants of records, if any.

The above described eight (8) acres is to be added to and become part and parcel with Tax Map No. 0580009300. The conveyance hereunder reserves no access for the benefit of the Grantees through Grantor's remaining property.

THE NEW PROPERTY DIVISION SHALL NOT CONTAIN ANY DWELLING RIGHTS OR ALLOCATIONS OFFERED UNDER THE AFORESAID DEED OF GIFT OF EASEMENT.

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

TO HAVE AND TO HOLD unto the Grantees, as tenants by the entirety with the right of survivorship as at common law, their heirs and assigns forever in fee simple.

WITNESS the following signature and seal:

Wesley W. Naff, III (SEAL)  
Wesley W. Naff, III

STATE OF Virginia  
COUNTY OF Franklin, to-wit:

The foregoing Deed was signed and acknowledged before me on this the 9th day of January, 2023, by Wesley W. Naff, III.

My commission expires: 09/30/23

MEGAN BARBOUR HODGES  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg #7825685  
My Commission Expires 09/30/23

[Signature]  
Notary Public

THIS DEED WAS PREPARED WITHOUT  
THE BENEFIT OF A TITLE EXAMINATION

F:\MEGANDEEDSV2023\Naff, Wesley (Michael & Sharon Quisenberry)-Deed.doc

BK 1194 PG 0837

INSTRUMENT 230000151  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY CIRCUIT ON  
JANUARY 11, 2023 AT 09:49 AM  
\$135.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$67.50 LOCAL: \$67.50  
TERESA J. BROWN, CLERK  
RECORDED BY: KYB

Tax Map Number: 058.00-090.01

Consideration: \$70,000.00

Grantees' Address: PO Box 100  
Callaway, VA 24067

Prepared By: John T. Boitnott, Attorney (VSB #21910)  
5 East Court Street #301  
Rocky Mount, VA 24151

Title Insurance: None

BK 1157PG2925

THIS DEED, made and entered into this 17<sup>th</sup> day of February, 2021, by and between EUGENE D. SCHMIG, also known as GENE D. SCHMIG, and ELIZABETH L. BLESSIN, husband and wife, grantors, and WESLEY W. NAFF, III, grantee.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the grantors do hereby bargain, grant, sell and convey with General Warranty and English Covenants of Title to the grantee, Wesley W. Naff, III, all that certain tract, parcel and piece of land, lying and being in Blackwater Magisterial District, Franklin County, Virginia, and being more particularly described as follows:

BEGINNING at a point on the North side of the old "Daniel's Run Road", said point being a short distance West of State Secondary Route Number 642; thence, N. 10 1/4° W. 549.45 feet to a dead chestnut, N. 45 1/2° W. 90.75 feet, N. 36 1/4° W. 598.95 feet, N. 41-3/4° W. 957 feet, N. 27° W. 156.75 feet, N. 10 1/4° W. 123.75 feet to a dead chestnut at Henry Cooper's line, and with his line, N. 63 1/2° W. 363 feet, N. 45 1/2° W. 231 feet, N. 77 1/4° W. 495 feet N. 89 1/2° W. 186.45 feet to pointers on the top of the mountain, then with Stump's line, S. 20 1/2° E. 834.9 feet, S. 42 1/4° E. 297 feet, S. 44 1/2° E. 1270.5 feet to a white pine, S. 32 1/2° E. 141.9 feet to a bunch of small chestnut oaks; thence a new line, S. 27 1/2° E. 800 feet, more or less, to an iron rod in the center of a creek; thence the center of the said creek in a

2021 FEB 26 PM 3:02

210001917

BK 1157 PG 2926

Southeasterly direction to a point in the center of Daniel's Run Road; thence with the center of Daniel's Run Road in an easterly direction, to the point of BEGINNING, and CONTAINING 50 ACRES, MORE OR LESS.

Being the same property conveyed to the grantors by deed of Wesley W. Naff, III, et al, dated March 25, 1987, recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 410, page 531.

This property is identified as Tax Map Number 058.00-090.01 according to the current Land Books of Franklin County, Virginia.

Also conveyed is all the grantors' right, title, and interest in the easement of right of way along the existing road known as Daniels Run Road extending from Virginia Secondary Route 642 (Foothills Road) to the described property for the purposes of ingress to and egress from the tract or parcel of land.

The rights and benefits of this easement shall run with and be appurtenant to the grantee's land.

This conveyance is made subject to all recorded easements, reservations, restrictions and conditions affecting the conveyed property.

WITNESS the following signatures and seals:

Eugene D. Schmig (SEAL)  
Eugene D. Schmig  
Elizabeth L. Blessin (SEAL)  
Elizabeth L. Blessin

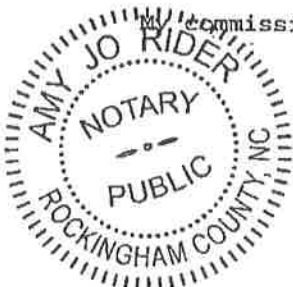
STATE OF NC  
CITY/COUNTY OF Rockingham to-wit:

The foregoing instrument was acknowledged before me this 23 day of February, 2021, by Eugene D. Schmig, also known as Gene D. Schmig, and Elizabeth L. Blessin, husband and wife.

My commission expires: July 16, 2025

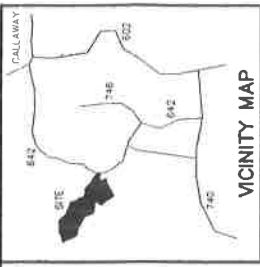
Amy Jo Rider  
Notary Public

2



INSTRUMENT 210001917  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY CIRCUIT ON  
FEBRUARY 26, 2021 AT 03:02 PM  
\$70.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$35.00 LOCAL: \$35.00  
TERESA J. BROWN, CLERK  
RECORDED BY: JFL

REMAINING PORTION OF  
WESLEY W. NAFF, III  
DB 1024, PG 560  
DB 971, PG 511 (PLAT)  
DB 971, PG 511 (PLAT)  
2,773.121 ACRES  
(BY SUBTRACTION NOT SURVEYED)



VICINITY MAP  
NOT TO SCALE

PROPERTY LINE FROM (A) TO (B) FOLLOWS CENTERLINE OF CREEK AS IT MEANDERS

LINE	BEARING	DISTANCE	TYPE
1	N 43°01'30" W	19.41	FE
2	N 52°49'20" W	18.20	FE
3	N 47°34'48" W	20.33	FE
4	N 52°08'54" W	158.57	FE

LEGEND

- These standard symbols will be found in the drawings:
- BARB WIRE FENCE
  - CALCULATED POINT
  - ROD SET UNLESS OTHERWISE NOTED
  - STANDARD ELECTRIC OVERHEAD ELECTRIC
  - BOUNDARY NOT SURVEYED

INSTRUMENT #1700067023  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY, VIRGINIA  
ON 07-20-2017 AT 3:44 PM  
TERESA J. BROWN, CLERK

COMPOSITE SURVEY PLAT

FOR  
WESLEY W. NAFF, III.

TRACT A

BEING KNOWN AS A PORTION OF  
TAX PARCEL 58-90

BLACKWATER MAGISTERIAL DISTRICT  
FRANKLIN COUNTY, VIRGINIA  
SURVEYED AUGUST 01, 2017.



INGRAM LAND SERVICES  
INC.

DRAWN	DATE	2020 HENRY ROAD
AJI	08/02/17	FERRUM, VA 24088
APPROVED	DATE	PHONE: 540-365-2222
AJI	08/02/17	
SCALE	SHEET	PROJECT NO.
1" = 400'	1 OF 1	16018

SURVEYOR'S CERTIFICATION:

I, HERBERT J. INGRAM, LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS MADE BY ME AND THAT THE LOCATION AND CHARACTER ARE CORRECTLY SHOWN. THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREON. I AM A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, CERTIFIED INTERIOR DESIGNER, AND LANDSCAPE ARCHITECT.

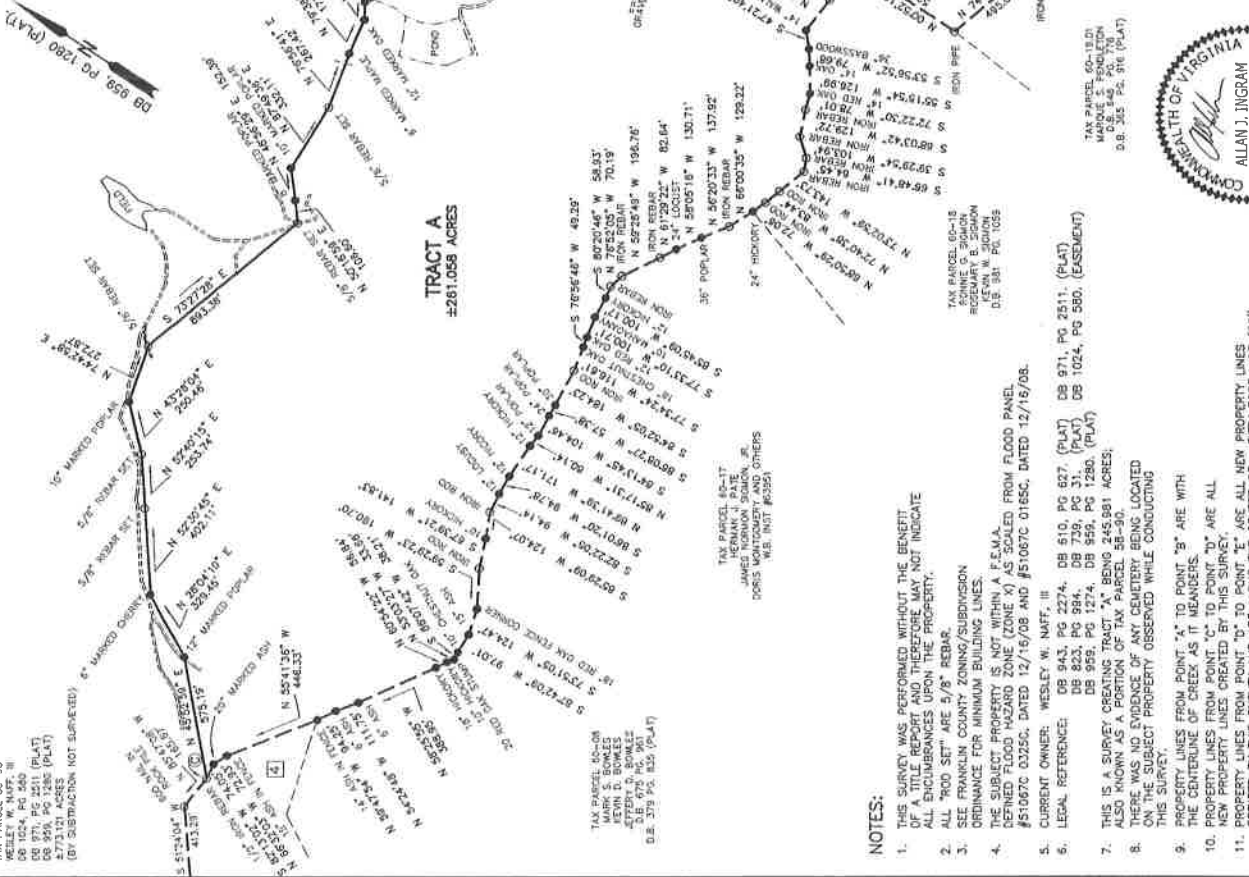
ALLAN J. INGRAM, L.S.  
\$2242



NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
- ALL "ROD SET" ARE 5/8" REBAR.
- SEE FRANKLIN COUNTY ZONING/SUBDIVISION ORDINANCE FOR MINIMUM BUILDING LINES.
- THE SUBJECT PROPERTY IS NOT WITHIN A FEMA FLOOD HAZARD ZONE AS DETERMINED FROM FLOOD PANEL #51067C 0225C, DATED 12/16/08 AND #51067C 0165C, DATED 12/16/08.
- CURRENT OWNER: WESLEY W. NAFF, III
- LEGAL REFERENCE: DB 943, PG 2274, DB 510, PG 627, (PLAT) DB 971, PG 2511, (PLAT) DB 823, PG 984, DB 739, PG 31, (PLAT) DB 959, PG 1274, DB 959, PG 1280, (PLAT) DB 959, PG 1274, DB 959, PG 1280, (PLAT)
- THIS IS A SURVEY CREATING TRACT A, BEING 45,981 ACRES, ALSO KNOWN AS A PORTION OF TAX PARCEL 58-90.
- THERE WAS NO EVIDENCE OF ANY CEMETERY BEING LOCATED ON THE SUBJECT PROPERTY OBSERVED WHILE CONDUCTING THIS SURVEY.
- PROPERTY LINES FROM POINT "A" TO POINT "B" ARE WITH THE CENTERLINE OF CREEK AS IT MEANDERS.
- NEW PROPERTY LINES FROM POINT "C" TO POINT "D" ARE ALL NEW PROPERTY LINES CREATED BY THIS SURVEY.
- PROPERTY LINES FROM POINT "E" TO POINT "F" ARE ALL NEW PROPERTY LINES CREATED BY THIS SURVEY AND ARE ALONG THE CENTER OF A FIFTY FOOT WIDE (50') CREEK.
- PROPERTY LINES FROM POINT "G" TO POINT "H" ARE THE ONLY LINES SURVEYED AT THIS TIME. ALL OTHER LINES AND INFORMATION ARE TAKEN FROM PLATS AND DEEDS OF RECORD.
- BOTH "TRACT A" AS WELL AS THE REMAINING PROPERTY SHOWN HEREON ARE LARGER THAN 15 ACRES WITH STATE ROAD FRONTAGE AND IS THEREFORE EXEMPT FROM THE FRANKLIN COUNTY SUBDIVISION ORDINANCE.

TRACT A  
±281.058 ACRES



BK1099PG1614

PREPARED BY: RICHARD L. DERRICO, ESQ. (VSB #33442), COPENHAVER, ELLETT & DERRICO,  
30 FRANKLIN RD., SUITE 200, ROANOKE, VA 24011

Insured by: Fidelity National Title Insurance Company

Property Address: 1559 Foothills Rd., Callaway, VA 24067

Grantees Address: c/o John H. (Jay) Turner, III, Shephard & Turner, PLC,

Consideration: \$959,000.00

906 N. Parham Road, Ste. 102, Richmond, VA

Assessed Value: \$761,100.00

23229

Tax Map No.: A portion of 0580009000

*This deed is subject to open-space easement restrictions on permitted uses and activities on the property described below, as set forth in a Deed of Gift of Easement hereinafter referenced, which run with the land and are applicable to the property in perpetuity.*

**THIS DEED**, made and entered into this 1<sup>st</sup> day of September, 2017, by and between **WESLEY W. NAFF, III**, hereinafter referred to as the Grantor, and **WOODMONT OF FRANKLIN COUNTY, VIRGINIA LLC**, a Virginia limited liability company, hereinafter referred to as the "Grantee".

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, by the Grantee unto the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto WOODMONT OF FRANKLIN COUNTY, VIRGINIA LLC, a Virginia limited liability company, the Grantee, all the following-described parcel of land, together with any improvements thereon, lying and being in the County of Franklin, Virginia, to-wit:

All that tract or parcel of land lying and being in Franklin County, Virginia, and containing 261.058 acres as shown and described on that certain COMPOSITE SURVEY PLAT FOR WESLEY W. NAFF, III, CREATING TRACT A, BEING KNOWN AS A PORTION OF TAX PARCEL 58-90, BLACKWATER MAGISTERIAL DISTRICT, FRANKLIN COUNTY, VIRGINIA, prepared by Allan J. Ingram, Land Surveyor, Ingram Land Services Inc., dated August 2, 2017, a copy of said plat being recorded simultaneously herewith in plat book 1099, at page 1613, and incorporated herein by reference; and

BK 1099PG1615

It being a portion of the same lands conveyed unto Wesley W. Naff, III, by deeds recorded in the Clerk's Office of the Circuit Court for Franklin County, Virginia in Deed Book 959, page 1274; Deed Book 943, page 2274; Deed Book 739, page 29 and in Deed Book 823, page 994.

**SUBJECT TO:** This conveyance is made subject to that Deed of Gift of Easement between Wesley W. Naff, III, Grantor, Michele K. Naff, Additional Grantor, and Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, Grantee, dated November 19, 2012, and recorded in the Clerk's Office of the Circuit Court for Franklin County on November 27, 2012 as Instrument #120008581, in Deed Book 1024, at page 580, and also made subject to any and all notes, reservations, restrictions, easements, etc., provided on the face of the aforesaid plat and to any and all other reservations, restrictions, easements, and/or covenants of record, if any, and to such a state of facts as an actual inspection of the premises would reveal.

The new property divisions shall be subject to, and contain, the following dwelling rights and allocations:

Division Rights	Permitted Parcels
Naff (773.121 acres)	6
Bridges (261.058 acres)	2
Total	8

Naff Dwellings Rights (773.179 acres)		Enclosed living area (sqft) [Source: VamaNet]
1	Cabin	864
2	Additional dwelling unit right	0
3	Additional dwelling unit right	0
4	Additional dwelling unit right	0
5	Additional dwelling unit right	0
6	Additional dwelling unit right	0
Current enclosed living area (sqft) total		864
Available enclosed living area (sqft)*		20,136
Total allowable enclosed living area (sqft)		21,000
*Deed provision Section II Paragraph 2(i)(a) limits individual dwellings to 4,500 sqft of enclosed living area unless otherwise approved by VOF.		



BK1099PG1616

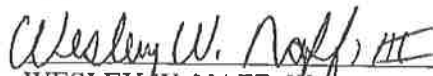
Bridges Dwellings Rights (261 acres)		Enclosed living area (sqft) [Source: Vamanet]
1	Main house	3,116
2	Guest house	1,056
3	Additional dwelling unit right	0
Current enclosed living area (sqft) total		4,172
Available enclosed living area (sqft)*		10,828
Total allowable enclosed living area (sqft)		15,000
*Deed provision Section II Paragraph 2(i)(a) limits individual dwellings to 4,500 sqft of enclosed living area unless otherwise approved by VOF.		

There is further conveyed to the Grantee, for the benefit of the property herein conveyed, and the Grantor reserves for the benefit of his remaining property a joint use easement of right of way and for the installation, maintenance, repair and replacement of utilities 50' in width extending from the westerly side of Route 642 at Point E as shown on the aforesaid plat and running in a westerly direction to Point D as shown on said plat for the purpose of utilities and for maintaining the existing gravel drive which has a width of approximately 10' for the joint use of the Grantor and the Grantee, and their heirs and assigns, for ingress and egress and the location of utilities from State Route 642 to Tract A containing 261.058 acres conveyed by this deed and to the remaining property of the Grantor containing approximately 773.121 acres.

The Grantor and the Grantee agree that the existing gravel drive of approximately 10' in width shall be maintained as at least a well graded gravel road in at least its current condition and both said parties agree that they shall share equally in the cost of maintaining and repairing the said gravel drive within the said easement as described which said maintenance requirement shall run with the land for both parcels, provided that any party who damages the road with the installation, maintenance, repair or replacement of utilities shall be responsible for the cost to repair the damage to the said road.

*This conveyance is expressly subject to easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed, which have not expired by limitation of time contained therein or otherwise become ineffective.*

Witness the following signature and seal.

  
WESLEY W. NAFF, III

BK1099PG1617

COMMONWEALTH OF VIRGINIA

City/County of Roanoke, to wit:

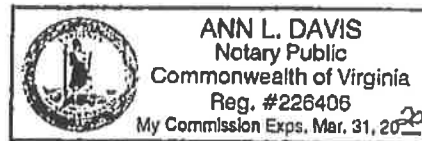
The foregoing deed was acknowledged before me this 19<sup>th</sup> day of September, 2017, by Wesley W. Naff, III.

Ann L. Davis

Notary Public

My commission expires: 3-31-20

My registration Number: 226406



INSTRUMENT 170006703  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY CIRCUIT ON  
October 20, 2017 AT 03:44 PM  
\$959.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$479.50 LOCAL: \$479.50  
TERESA J. BROWN, CLERK  
RECORDED BY: JWG

Franklin Co: This is a refinancing of two prior deeds of trust pursuant to Code Section 58.1-603(D)

For recording purposes: 90% of property is located in Franklin County and 10%  
**WHEN RECORDED MAIL TO:** is located in Floyd County  
 ValleyStar Credit Union, P.O. Box 5511, Martinsville, VA 24115

Tax Map Reference No(s): 058-00-090-00; 9B-1; 9B-2; 9B-18; 9B-29 & 9B-34

Page 1

This Deed of Trust prepared by: VALLEYSTAR CREDIT UNION

## DEED OF TRUST

### THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal  
 to be secured hereby at any one time: \$1,812,000.00

Name and address of Noteholder secured hereby:

ValleyStar Credit Union  
 P.O. Box 5511  
 Martinsville, VA 24115

THIS DEED OF TRUST is dated November 13, 2015, among WESLEY W NAFF III, whose address is 1559 FOOTHILLS ROAD, CALLAWAY, VA 24067 ("Grantor"); ValleyStar Credit Union, whose address is P.O. Box 5511, Martinsville, VA 24115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TANYA JONES, a resident of Virginia, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 and MITCH SMITH, a resident of Virginia, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 ("Grantee," also referred to below as "Trustee"), either of whom may act.

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

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

The Real Property or its address is commonly known as 1559 FOOTHILLS ROAD, CALLAWAY, VA 24067 & LOTS 1, 2, 18, 29 & 36 TWIN FALLS SUBDIVISION, COPPER HILL, VA 24079. The Real Property Tax Map Reference No(s) is/are 058-00-090-00; 9B-1; 9B-2; 9B-18; 9B-29 & 9B-34.

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

2015 NOV 16 AM 10:48

150007204

**DEED OF TRUST  
(Continued)**

Loan No: 3203960-46

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obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Deed of Trust shall not secure additional loans or obligations unless and until such notice is given.

**REVOLVING LINE OF CREDIT.** This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note.

**FUTURE ADVANCES.** In addition to the amounts specified in the Note, this Deed of Trust also secures future advances.

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

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

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

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all

**DEED OF TRUST  
(Continued)**

Loan No: 3203960-46

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applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

**DUE ON SALE - CONSENT BY LENDER.** NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. Lender may, at Lender's option, declare immediately due and payable all

**DEED OF TRUST  
(Continued)**

Loan No: 3203960-46

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sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Virginia law.

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender

**DEED OF TRUST  
(Continued)**

Loan No: 3203960-46

Page 5

may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

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

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for

**DEED OF TRUST  
(Continued)**

Loan No: 3203960-46

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such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's

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

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

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

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

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

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay. This right is in addition to all other rights given to holders of promissory notes under Title 55 of the Code of Virginia.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. In any foreclosure by notice and sale, the advertisement of sale by the Trustee shall be published once a week for two successive weeks in a newspaper having general circulation in a city or county where the Real Property, or any part of it, is located. Grantor expressly waives and releases any requirement or obligation that Lender or Trustee present evidence or otherwise proceed before any court or other judicial or quasi-judicial body as a precondition to or otherwise incident to the exercise of the powers of sale authorized by this Deed of Trust. The proceeds of sale shall be applied by Trustee as follows: (a) first, to pay all proper advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee,

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attorneys' fees, and all other expenses of sale incurred in or about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the rate provided in the Note, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a reasonable Trustee's commission; (b) second, to pay the whole amount then remaining unpaid on the Indebtedness; (c) third, to pay liens of record against the Property according to their priority of lien and to the extent that funds remaining in Trustee's hands are available; and (d) last, to pay the remainder of the proceeds, if any, to Grantor, Grantor's heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession.

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

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

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

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

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

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

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

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

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successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

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

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

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

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

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

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

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

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

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

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the

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part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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

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

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

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

**Homestead Waiver.** Grantor waives the benefit of Grantor's homestead exemption as to the Property described in this Deed of Trust.

**NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.**

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

**Beneficiary.** The word "Beneficiary" means ValleyStar Credit Union, and its successors and assigns.

**Borrower.** The word "Borrower" means WESLEY W NAFF III and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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Trustee.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

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

**Grantor.** The word "Grantor" means WESLEY W NAFF III.

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

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

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

**Lender.** The word "Lender" means ValleyStar Credit Union, its successors and assigns.

**Note.** The word "Note" means the promissory notes dated November 13, 2015, in the original principal amounts of \$1,312,000.00 and \$500,000.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

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

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

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

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

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

**Trustee.** The word "Trustee" means Tanya Jones, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 and Mitch Smith, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

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

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



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GRANTOR:

X Wesley W. Naft, III (Seal)  
WESLEY W NAFF III

## INDIVIDUAL ACKNOWLEDGMENT

Commonwealth  
STATE OF Virginia )  
 ) SS  
City  
COUNTY OF Roanoke )

On this day before me, the undersigned Notary Public, personally appeared **WESLEY W NAFF III**, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his ~~or her~~ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13<sup>th</sup> day of November, 2015.

By Cathy S. Freeman Residing at Botetourt Co.

Notary Public in and for Commonwealth of Virginia My commission expires 10/31/2019

My registration number is 246036



EXHIBIT A

All of the following tracts or parcels of land, situate, lying and being in Floyd County, Virginia, being more particularly described as follows, to-wit:

PARCEL 1:  
TAX MAP/PARCEL #9B-1 (TRACT 1)  
TAX MAP/PARCEL #9B-2 (TRACT 2)

TRACT 1, CONTAINING 29.295 ACRES; and, TRACT 2, CONTAINING 25.848 ACRES.

Each said tract being more particularly shown on plat of "Lot Line Revision For The Preserve At Twin Falls Property of Twin Falls Development, L.L.C. Tract 1, 2 & 3..." dated October 10, 2007, revised January 28, 2013, made by D. Jeffrey Scott, L.S., recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Plat Cabinet Instrument No. 13-420.

THERE IS ALSO HEREBY CONVEYED a fifty (50') foot wide easement for ingress and egress, as well as an easement for public utilities so that utility lines can be installed and maintained within the area reserved for the easement, the centerline of which is the existing soil roads which provide access to Virginia Secondary Route 645, the exact location of said fifty {50'} foot wide easement being shown on plat prepared by D. Jeffrey Scott, L.S., and recorded in the Clerk's Office as aforesaid.

PARCEL 2:  
TAX MAP/PARCEL #9B-18 (TRACT 18)

TRACT 18, CONTAINING 62.303 ACRES as more particularly shown on plat of subdivision of "The Preserve At Twin Falls..." dated December 1, 2004, revised January 13, 2005, made by David B. Scott, L.S., recorded in the easement for ingress and egress, as well as an easement for public utilities so that utility lines can be installed and maintained within the area reserved for the easement, the centerline of which is the existing soil roads which provide access to Virginia Secondary Route 645, the exact location of said fifty (50') foot wide easement being shown on plat prepared by David B. Scott, L.S., and recorded in the Clerk's Office as aforesaid.

PARCEL 3:  
TAX MAP/PARCEL #9B-34 (TRACT 36)

TRACT 36, CONTAINING 25.699 ACRES, as more particularly shown on plat of "Lot Line Revision For The Preserve At Twin Falls Property of Twin Falls Development, LLC 50.822 Acres (Total)..." dated October 17, 2007, revised January 28, 2013, made by D. Jeffrey Scott,

L.S., recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Plat Cabinet Instrument No. 14-1635.

THERE IS ALSO HEREBY CONVEYED a fifty (50') foot wide easement for ingress and egress, as well as an easement for public utilities so that utility lines can be installed and maintained within the area reserved for the easement, the centerline of which is the existing soil roads which provide access to Virginia Secondary Route 703, the exact location of said fifty (50') foot wide easement being shown on plat prepared by D. Jeffrey Scott, L.S., and recorded in the Clerk's Office as aforesaid.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that there is reserved across the herein conveyed tracts the right of ingress and egress over the "soil roads", the centerline of each of these roads representing the centerline of a fifty (50') foot wide (and partially variable in width) easement for ingress and egress hereby expressly reserved by the Grantor for the benefit of all tract owners in The Preserve at Twin Falls to and from either Virginia Secondary Route 645 or Virginia Secondary Route 703, as well as an easement for utilities so that utility lines can be installed and maintained within the area reserved for the easement where it crosses the herein conveyed property. It is expressly understood and agreed that the width of the easement may exceed fifty (50') feet in those areas where it is necessary, because of the steep terrain, to maintain the cut and/or fill slopes for the road.

The road access to all tracts is not in the Virginia Department of Highways Secondary System and neither Floyd County nor Virginia Department of Transportation is responsible in any way for the construction, maintenance, upkeep or blacktopping of any road within this development.

The easement for ingress and egress over the aforesaid private roads shall be construed to include the right of access onto the herein conveyed property as well as any other property crossed by the roads for the purposes of maintaining and repairing the roads as well as any ditches or drainage facilities that may be part of the roads.

AND BEING the same Parcel 1, Parcel 2 and Parcel 3 as acquired by Wesley W. Naff, III, by Deed dated January 20, 2015, from Twin Falls Development, LLC, a Virginia Limited Liability Company, which Deed is recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 150000069.

This conveyance is made together with and subject unto all easements, reservations, restrictions and conditions of record affecting the subject property; specifically, but not limited unto the following:

- (i) unto the Declaration of Covenants, Conditions and Restrictions of The Preserve at Twin Falls recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 060002964;
- (ii) unto the Declaration of Restrictions for The Preserve at Twin Falls recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 070002496; and

(iii) unto the easements as reserved in Deed dated January 20, 2015, recorded as Instrument No. 150000069.

PARCEL 4:  
TAX MAP/PARCEL #9B-29 (TRACT 29)

All that certain tract or parcel of land, located off of Virginia Secondary Route 703, being more particularly described as follows, to-wit:

TRACT 29, CONTAINING 26.014 ACRES as more particularly shown on plat of subdivision of "The Preserve At Twin Falls..." dated December 1, 2004, revised January 13, 2005, made by David B. Scott, L.S., recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Plat Cabinet 3, slide/pages 187, 187A, 187B, 188 and 188A.

THERE IS ALSO HEREBY CONVEYED a fifty (50') foot wide easement for ingress and egress, as well as an easement for public utilities so that utility lines can be installed and maintained within the area reserved for the easement, the centerline of which is the existing soil roads which provide access to Virginia Secondary Route 703, the exact location of said fifty (50') foot wide easement being shown on plat prepared by David B. Scott, L.S., and recorded in the Clerk's Office as aforesaid.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that there is reserved across the herein conveyed tracts the right of ingress and egress over the "soil roads", the centerline of each of these roads representing the centerline of a fifty (50') foot wide (and partially variable in width) easement for ingress and egress hereby expressly reserved by the Grantor for the benefit of all tract owners in The Preserve at Twin Falls to and from either Virginia Secondary Route 645 or Virginia Secondary Route 703, as well as an easement for utilities so that utility lines can be installed and maintained within the area reserved for the easement where it crosses the herein conveyed property. It is expressly understood and agreed that the width of the easement may exceed fifty (50') feet in those areas where it is necessary, because of the steep terrain, to maintain the cut and/or fill slopes for the road.

The road access to all tracts is not in the Virginia Department of Highways Secondary System and neither Floyd County nor Virginia Department of Transportation is responsible in any way for the construction, maintenance, upkeep or blacktopping of any road within this development.

The easement for ingress and egress over the aforesaid private roads shall be construed to include the right of access onto the herein conveyed property as well as any other property crossed by the roads for the purposes of maintaining and repairing the roads as well as any ditches or drainage facilities that may be part of the roads.

AND BEING the same Tract 29 as acquired by Wesley W. Naff, III, by Deed dated December 11, 2006, from Freestate, LLC, a Virginia Limited Liability Company, which Deed is recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 060002962.

This conveyance is made together with and subject unto all easements, reservations, restrictions and conditions of record affecting the subject property; specifically, but not limited unto the following:

(i) unto the Declaration of Covenants, Conditions and Restrictions of The Preserve at Twin Falls recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 060002964;

(ii) unto the Declaration of Restrictions for The Preserve at Twin Falls recorded in the Clerk's Office of the circuit Court of Floyd County, Virginia, as Instrument No. 070002496; and

(iii) unto the agreements and restrictions set forth in Deed recorded in the aforesaid Clerk's Office as Instrument No. 060002962.

EXHIBIT A (continued)

All that certain tract or parcel of land, situate, lying and being in the Blackwater Magisterial District, Franklin County, Virginia, fronting on Route 642 (Foothills Road), CONTAINING 1034.179 ACRES, according to plat of survey prepared by Compass Point Land Surveying, P.C., Ronald E. Yount, L.S., dated March 11, 2009, revised December 3, 2009, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 973, at Pages 217-220, with this reference being made for a more complete and particular description of the subject property and as a means of incorporation by this reference thereto.

INSTRUMENT #150007204  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
NOVEMBER 16, 2015 AT 10:48AM

TERESA J. BROWN, CLERK  
RECORDED BY: AMT

*Restrictions \**

Prepared by: Stephen W. Lemon VSB 33900  
Martin, Hopkins & Lemon, P.C.  
P. O. Box 13366  
Roanoke, Virginia 24033

BK 1024 PG 00580

Returned to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PIN: 0580009000

NOTE TO TITLE EXAMINERS: This conservation and open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Exempted from recordation tax  
under the Code of Virginia (1950), as amended,  
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803  
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this 19th day of November, 2012, among WESLEY W. NAFF III ("Grantor"); MICHELE K. NAFF, his wife ("Additional Grantor"); the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); FRANKLIN COMMUNITY BANK, N.A. (the "Lender"); and LARRY A. HEATON, Trustee, witnesseth:

**RECITALS:**

**R-1** Grantor is the owner in fee simple of real property situated in Franklin County, Virginia, containing in the aggregate 1,034.179 acres, more or less, as further described below (the "Property"), and desires to give and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

**R-2** Grantee is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) (the "IRC") and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual open-space easement over the Property as herein set forth.

**R-3** Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), provides "that the provision and preservation of permanent open-space land are

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necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources" and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land.

**R-4** Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below.

**R-5** Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth.

**R-6** As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Franklin Comprehensive Plan adopted on May 22, 2007, and the Property is located within an area that is designated as Conservation Areas/Steep Slopes on the county's future land use map.

**R-7** This Easement is intended to constitute (i) a "qualified conservation contribution" as defined in IRC Section 170(h)(1) and as more particularly explained below, and (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 *et seq.* of the Code of Virginia (1950), as amended).

**R-8** This Easement is intended to be a grant "exclusively for conservation purposes" under IRC Section 170(h)(1)(C), because it effects "the preservation of open space (including farmland and forest land)" under IRC Section 170(h)(4)(A)(iii); specifically the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies and will yield a significant public benefit.

**R-9** This open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;



- b. The Open-Space Land Act cited above;
- c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;
- d. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, Sections 58.1-510 through 58.1-513 of the Code of Virginia cited above, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth's unique natural resources, wildlife habitats, open spaces and forest resources;
- e. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia. Grantor believes that such review and acceptance of this Easement by Grantee tends to establish a clearly delineated governmental conservation policy as required under IRC Section 170(h)(4)(A)(iii);

(ii) Land use policies of the County of Franklin as delineated in:

- a. its comprehensive plan adopted by the Franklin County Board of Supervisors on May 22, 2007, to which plan the restrictions set forth in this deed conform and which contains the following goals, objectives, strategies:

**GOALS, OBJECTIVES, AND STRATEGIES**

**Cultural Resources**

**Goal:** Identify, protect, preserve, and promote the unique history, heritage, and diverse cultures and lifestyles of Franklin County.

**Objective:**

**9.0** Identify and protect the County's historic, architectural, and cultural resources.

**Environment**

**Goal:** Preserve and promote forests, farmland, open space, viewsheds, wildlife corridors, greenways and rural roadscapes.

**Objective:**

**23.0** Develop an effective public education program to improve and encourage conservation of the County's farm, forest, and wildlife resources.

**Strategies:**

**23.0a** Public outreach programs to include;

**3** Educate the construction industry in the use of best management practices

**6** Educate the public on available options for conservation easements through land trusts and environmental advocacy organizations

**Objective:**

**19.0 Develop incentives, ordinances, and programs to encourage the preservation of farmland and forestland.**

b. its recognition of the rural character of the Property and support for its continued use as agricultural, forest or open-space land by providing "Land Use" or use value taxation for the Property under the authority provided by Sec. 20-31 of the Code of the County of Franklin, Virginia.

**R-10** More than 80 percent (over 800 acres) of the Property is classified as "high priority conservation area" by the Virginia Department of Forestry, and the preservation of the Property in its relatively undeveloped state assures its availability for timber production and other forest uses.

**R-11** The Property is visible from Five Mile Mountain Road (SR 640), a designated Virginia Byway, and the preservation of the Property in its relatively undeveloped state in accordance with the restrictions herein help to preserve the views of the public travelling that road.

**R-12** Daniel's Run, which largely originates on the Property, is known to the Virginia Department of Game and Inland Fisheries to contain native brook trout, and restrictions in this Easement help to protect habitat for that resource.

**R-13** The Property serves as part of the headwaters for both the Blackwater River and the Pigg River, two large rivers, which are important recreational resources in Franklin County and parts of the "Blueways" system designated in the county's comprehensive plan, and restrictions herein help enhance water quality in those headwaters.

**R-14** The Property is substantially undeveloped, is used primarily for agricultural, forestal, and wildlife habitat purposes, and contains natural areas such as pastures, mature forest, and riparian areas. The preservation of the open-space character of the Property helps to preserve the scenic local and regional landscape in general, which attracts tourism and commerce to the area and enhances the quality of life for area residents.

**R-15** The Property is comprised of several high ridges, and a portion of the Property is visible from the Blue Ridge Parkway, a 469-mile scenic road connecting the Shenandoah and Great Smoky Mountains National Parks, is considered the most visited unit of America's National Park System, and is specifically visible from mile markers 147 and 148 among other locations. This Easement will protect the public viewshed of the Property, ensure the public will continue to have the opportunity to appreciate the Property's scenic values, and will contribute to the scenic views enjoyed by the public from the Blue Ridge Parkway.

**R-16** This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

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R-17 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-18 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by the Easement.

R-19 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing recitals incorporated herein and made a part hereof and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee an open-space easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described in SCHEDULE "A" attached hereto and made a part hereof and consists of 1,034.179 acres, more or less located in Franklin County, Virginia, near Callaway, fronting on State Route 642.

The Property is shown as PIN 0580009000 among the land records of the County of Franklin, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

#### SECTION I-PURPOSE

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Documentation Report described in Section IV below and include the Property's open-space and scenic values and its value as land preserved for rural uses such as forestry and agriculture (including livestock production). Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further purpose of this Easement is preservation of land for agricultural and forestal use and preservation of scenic open space.

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II - RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. **DIVISION.** The Property shall not be divided or subdivided into, or separately conveyed as, more than eight parcels (seven divisions permitted). Grantor shall give Grantee written notice prior to making a division of the Property. In the event of a division of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make any further permitted divisions of the Property unless the permitted divisions are allocated by that grantor in the instrument creating the division or other recorded instrument.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions or subdivisions of the Property, provided that Grantee approves such adjustments, is made party to any deed creating a boundary line adjustment, and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Trustees of Grantee.

The acquisition of a *de minimis* portion of the Property adjacent to State Route 642 for minor road improvements shall not be considered a division or subdivision of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate rights to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Route 642 in its present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

In the event that a permitted division of the Property requires a road or street dedication, such dedication shall not be considered a separate conveyance of a portion of the Property or a division or subdivision of the Property.

2. **BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.**

(i) No buildings, structures, roads or utilities, other than the following, are permitted on the Property:

(a) **Dwellings.** Nine dwelling units, such as detached or attached dwellings or barn or garage apartments which shall not exceed an aggregate of 36,000 square feet of above-ground enclosed living area and non-residential outbuildings and structures commonly and appropriately incidental to such dwellings sized appropriately to serve as amenities to residential use. Such dwellings shall not individually exceed 4,500 square feet of above-ground enclosed living area without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed dwellings on the scenic and other conservation values of the Property. Dwellings currently existing on the Property shall be counted in the number of permitted dwellings and in the permitted aggregate square feet of above-ground enclosed living area. Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of any dwelling on the Property. In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted dwelling rights unless permitted dwellings are allocated among the parcels in the instrument creating the division or other recorded instrument; and

(b) **Farm buildings or structures.** Farm buildings or structures, except that a farm building or farm structure exceeding 4,500 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the conservation values of the Property. For purposes of this paragraph (b), a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section II Paragraph 3(i) (a) below; and

(c) **Buildings for the processing and sale of farm or forest products.** Buildings for the processing and sale of farm or forest products produced or partially produced on the Property not exceeding 4,500 square feet of enclosed area in the aggregate and not individually exceeding 2,500 square feet of enclosed area. For purposes of this paragraph (c), a building for the processing and sale of farm or forest products shall mean a building originally constructed and used for the activities specified in Section II Paragraph 3(i)(b) below; and

(d) **Roads.** Private roads to serve permitted buildings or structures, private roads to parcels created by permitted divisions of the Property, public roads required to be constructed in conjunction with the permitted divisions or subdivisions of the Property, provided that Grantee determines that the construction of such public roads will not impair the conservation values of the

Property and gives prior written approval of such construction, and roads with permeable surfaces for other permitted uses and activities, such as farming, forestry, hunting, and access to the interior of the Property; and

(e) **Utilities.** Public or private utilities to serve permitted buildings or structures and public or private utilities to serve parcels created by the permitted divisions of the Property. Public or private utilities to be constructed in whole or in part to serve other properties shall not be constructed on, under, or over the Property unless Grantee determines that the construction and maintenance of such utilities will not impair the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve such public or private utilities; and

(f) **Alternative energy structures.** Alternative energy structures scaled to provide electrical energy or pump water for permitted dwellings, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment including, but not limited to, solar panels, wind turbines, and micro-hydro installations; and

(g) **Small-scale miscellaneous buildings or structures.** Small-scale miscellaneous buildings and structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, fences, boardwalks, or structures for crossing of streams or wetlands.

(ii) Grantor shall have the right to construct new dwellings, other buildings, structures, roads, and utilities permitted in Section II Paragraph 2(i) above and to repair, maintain, renovate and replace all new and existing permitted dwellings, other buildings, structures, roads, and utilities on the Property, within the limitations set forth in this Easement.

(iii) All or a portion of the aggregate allowable square footage for dwellings set forth in Section II Paragraph 2(i)(a) above may be used for other kinds of buildings or structures, such as educational, recreational, or religious buildings or structures, provided that Grantee determines that the construction of such buildings or structures is consistent with the conservation purposes of this Easement, will not impair the conservation values protected herein, and gives prior written approval of such construction.

(iv) To protect the scenic values of the Property from Five Mile Mountain Road (SR 640), no buildings or structures larger than 500 square feet in ground area shall be constructed above the 2,600-foot contour line as shown on the



CALLAWAY USGS Topographic Quadrangle Map and on Schedule B. To protect the scenic values of the Property from Foothills Road (SR 642) no buildings or structures larger than 500 square feet in ground area shall be constructed within 500 feet of SR 642 (as measured from the center line of the road) without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed buildings or structures on the scenic and other conservation values of the Property. To protect the scenic values of the Property from the Blue Ridge Parkway, no buildings or structures larger than 500 square feet in ground area shall be constructed within the area detailed on Schedule "B" attached hereto and by this reference made a part hereof without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height and siting of the proposed buildings or structures on the scenic and other conservation values of the Property.

(v) The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed one-half of one percent ( $1/2$  of 1%) of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II Paragraph 2(i)(a) through (c), (f), and (g) and Section II Paragraph 2(iii) above and all other impervious surfaces, excluding roads. In the event of division of the Property, the collective footprint of the buildings and structures and all other impervious surfaces on each parcel, excluding roads, shall not exceed one-half of one percent ( $1/2$  of 1%) percent of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.

### 3. **ACTIVITIES ON THE PROPERTY.**

(i) Industrial or commercial activities are prohibited, with the exception of the following:

(a) agriculture (including livestock production), equine activities, or forestry;

(b) processing or sale of farm or forest products produced or partially produced on the Property in buildings permitted in Section II Paragraph 2(i)(c) above;

(c) small-scale incidental commercial or industrial operations compatible with activities set forth in (a) above that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(d) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance.

(e) the sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment as provided in Section II Paragraph 2 (i)(f) above.

(f) activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purpose of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom. Grantee reserves the right to impose a cost recovery charge for evaluation of ecosystem function projects on the Property.

(g) temporary or seasonal outdoor activities or events ("activities") that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected, except that such activities involving 100 or more people shall not exceed seven consecutive days unless Grantee gives its prior written approval of such activities, which approval shall take into consideration the number of people involved, the duration of such activities, and any other aspects thereof that may have an impact on the conservation values being protected herein. Approval may be subject to the requirement that at the conclusion of the activity Grantor shall restore the Property to its pre-existing condition.

(ii) Educational, recreational, or religious activities are permitted on the Property, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein. (Recreational activities may include use of all or a portion of the Property as a park for passive recreational activities, such as hiking, photography, bird watching, and nature study.)

4. **MANAGEMENT OF FOREST.** Best Management Practices (BMPs), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than 14 days before beginning any material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with the provisions of this Easement. The pre-harvest plan shall



describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

The following activities do not constitute material timber harvesting or land clearing and do not require the use of BMPs or a pre-harvest plan: cutting, clearing, or removal of less than 10 acres of trees (i) for the construction of permitted roads, utilities, buildings, or structures, (ii) for firewood (iii) for creation or clearing of trails or ponds, (iv) which pose an imminent hazard to the health or safety of persons, property, or livestock, (v) which are invasive species, or (vi) for other permitted uses on the Property except timber harvesting.

5. **RIPARIAN BUFFER.** To protect water quality, riparian buffer strips shall be maintained as follows:

A 50-foot buffer strip shall be maintained along each edge of Daniel's Run as measured from the tops of the banks, and a 35-ft buffer shall be maintained along other perennial streams on the Property as measured from the tops of the banks, as shown in the Baseline Documentation Report.

(i) Within the buffer strips there shall be (a) no buildings or other substantial structures constructed, (b) no new paved roads without Grantee's approval (existing roads in the buffer strips may be paved) (c) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (d) no removal of trees except: (1) removal of invasive species, (2) removal of dead, diseased or dying trees, or trees posing a threat to human or livestock health or safety, (3) or removal of trees for the purpose of maintaining existing roads or constructing new permitted roads and (e) no plowing, cultivation, filling, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below.

(ii) Notwithstanding the foregoing, permitted within the buffer strips, subject to any applicable laws and regulations, are (a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above, (b) fencing along or within the buffer strips, (c) construction and maintenance of stream crossings (including improvements over the buffer strips to access crossings) for pedestrians, livestock and vehicles, which crossings minimize obstruction of water flow, (d) creation and maintenance of trails with unimproved surfaces, (e) removal of invasive species or dead, diseased or dying trees, (f) minimal removal of individual trees or trees posing a threat to human or livestock health or safety, (g) planting of trees, shrubs, grasses, or other vegetation, (h) dam construction to create ponds, (i) removal of trees for the purpose of maintaining existing roads or constructing new permitted roads (j) maintaining wildlife plots and (k) diversion of water for agricultural use on the Property.

(iii) Should the watercourses meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above, the buffer strips shall remain the same width, but move relative to the movement of the watercourses. In such event, any buildings or structures that were outside of the original buffer strips and are determined to be within the new buffer strips shall not be considered in violation of these restrictions and may be maintained at such locations.

Livestock shall be excluded from Daniel's Run except (1) for brief periods of flash grazing, (2) during times of drought or other emergencies, (3) for stream crossings or (4) for watering at limited access points.

6. **GRADING, BLASTING, FILLING AND MINING.** Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create ponds, (ii) restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above, (iii) erosion and sediment control pursuant to an erosion and sediment control plan, or (iv) as required in the construction of permitted buildings, structures, roads, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, or utilities that require Grantee approval in Section II Paragraph 2 (i) above, as a condition of such approval.

Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities, including the conversion of forest land into farmland, shall not constitute a material alteration. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is prohibited.

7. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property.
8. **SIGNS.** No billboards or other signs may be displayed on the Property, except for signs that relate to the Property or to permitted activities (including commercial, no trespassing, and no hunting signs) thereon. Temporary political signs are allowed. No sign visible from outside the Property shall exceed thirty-two square feet in size.

### SECTION III - ENFORCEMENT

1. **RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic

documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.

2. **ENFORCEMENT.** Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition at the time of the donation; (ii) in Grantee's discretion, to require restoration of the Property to its condition prior to a violation of the terms hereof, provided that such prior condition was in compliance with the restrictions and consistent with the purpose of this Easement; (iii) to recover any damages arising from non-compliance; and (iv) to enjoin non-compliance by temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent or mitigate such damage to or changes in the condition of the Property from such causes. Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

#### SECTION IV - DOCUMENTATION

Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift, and documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report describes the condition and character of the Property at the time of the gift. The Baseline Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the Baseline Documentation Report contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation 1.170A-14(g)(5)(i).

**SECTION V - GENERAL PROVISIONS**

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access and use including, but not limited to, the right to hunt, fish, or trap on the Property.
3. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record) including, but not limited to, any mortgages or deeds of trust not subordinated to this Easement.
4. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; dedicated as open space in, or as part of, any real estate development plan; or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid

shall be favored over any interpretation that would render it invalid. Acts or uses not expressly addressed in this Easement but that are inconsistent with the Purpose of this Easement shall be prohibited on the Property. All rights reserved to Grantor but not specifically described in this Easement nevertheless must be exercised in a manner consistent with the Purpose of this Easement. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in IRC Section 170(h)(1) and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Capitol Place Building, 1108 East Main Street, Suite 700, Richmond, Virginia 23219, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently PO Box 100, Callaway, VA 24067.

**Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.**

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property (the purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement).

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

9. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in Treasury Regulation Section 1.170A-13(c)(5), and that the appraisal is subject to

review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

10. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
11. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (ii) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3) and the applicable Treasury Regulations.
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time. The values applicable for purposes of the calculations required by this Paragraph 12 shall be the values finally determined for purposes of any federal income tax deduction allowed with respect to the conveyance of this Easement.
13. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
14. **EXTINGUISHMENT.** Notwithstanding the provisions of Section 10.1-1704 of the Open-Space Land Act, should an attempt be made to extinguish this Easement in whole or in part, such extinguishment can be carried out only by judicial proceedings and only if in compliance with Section 10.1-1704 and IRC Section 170 (h) and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section V Paragraph 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the



proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.

15. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia.
16. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
17. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
18. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
19. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.
20. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Franklin, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
21. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

Michele K. Naff, Additional Grantor, wife of Grantor, joins in the execution of this deed to evidence her consent to the gift of easement herein made and its exclusion from the augmented estate of Grantor pursuant to Virginia Code §64.1-16.1 as now written or hereafter amended.

Lender, is the Noteholder under a certain Deed of Trust dated November 8, 2002 and recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 758, page 1975, as amended by Modification of Deed of Trust dated December 6, 2005 and recorded in the aforesaid Clerk's Office in Deed Book 870, page 727 and rerecorded in Deed Book 961, page 2303 which subjects the Property to the Lender's lien. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by said Deed of Trust shall be held subject to this Easement, and joins in this Deed to reflect its direction to the Trustee to execute this Easement to give effect to the subordination of such Deed of Trust to this Easement.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]



[Counterpart signature page 1 of 4]

Wesley W. Naff, III  
WESLEY W. NAFF, III, Grantor

Michele K. Naff  
MICHELE K. NAFF, Additional Grantor

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Roscoe, TO WIT:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2012 by Wesley W. Naff, III.

Stephen W. Lemon  
Notary Public



My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,  
~~XXX~~/COUNTY OF Franklin, TO WIT:

The foregoing instrument was acknowledged before me this 19 day of November, 2012 by Michele K. Naff.

Aria C. Pratt  
Notary Public

My commission expires: June 30, 2015  
Registration No. 7017693



Accepted:  
VIRGINIA OUTDOORS FOUNDATION,

By: Tamara Vance

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Montgomery, TO WIT:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2012 by Tamara A. Vance, a Deputy Director/~~Staff~~  
~~Attorney~~ of the Virginia Outdoors Foundation.



Jennifer D. Hubbard  
Notary Public

My commission expires: 30 June 2015  
Registration No. 7283689

Lender:  
FRANKLIN COMMUNITY BANK, N.A.

By: *Olga. Khat*

Its: *PRESIDENT/ CEO*

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF *Franklin*, TO WIT:

The foregoing instrument was acknowledged before me this *16<sup>th</sup>* day of  
*November*, 2012 by *Darryl A. Hensley* [name of officer], *President / CEO*  
[title of officer] of Franklin Community Bank, N.A., on behalf of the corporation.

*Darryl D. Hensley*  
Notary Public

My commission expires: *Sept. 30, 2015*  
Registration No. *7108031*

(SEAL)



Larry A. Heaton, Trustee  
LARRY A. HEATON

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Shenandoah, TO WIT:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of  
November, 2012 by Larry A. Heaton, Trustee.

Joaney Lynn Heaton  
Notary Public

My commission expires: Sept. 30, 2015  
Registration No. 710 8031

(SEAL)

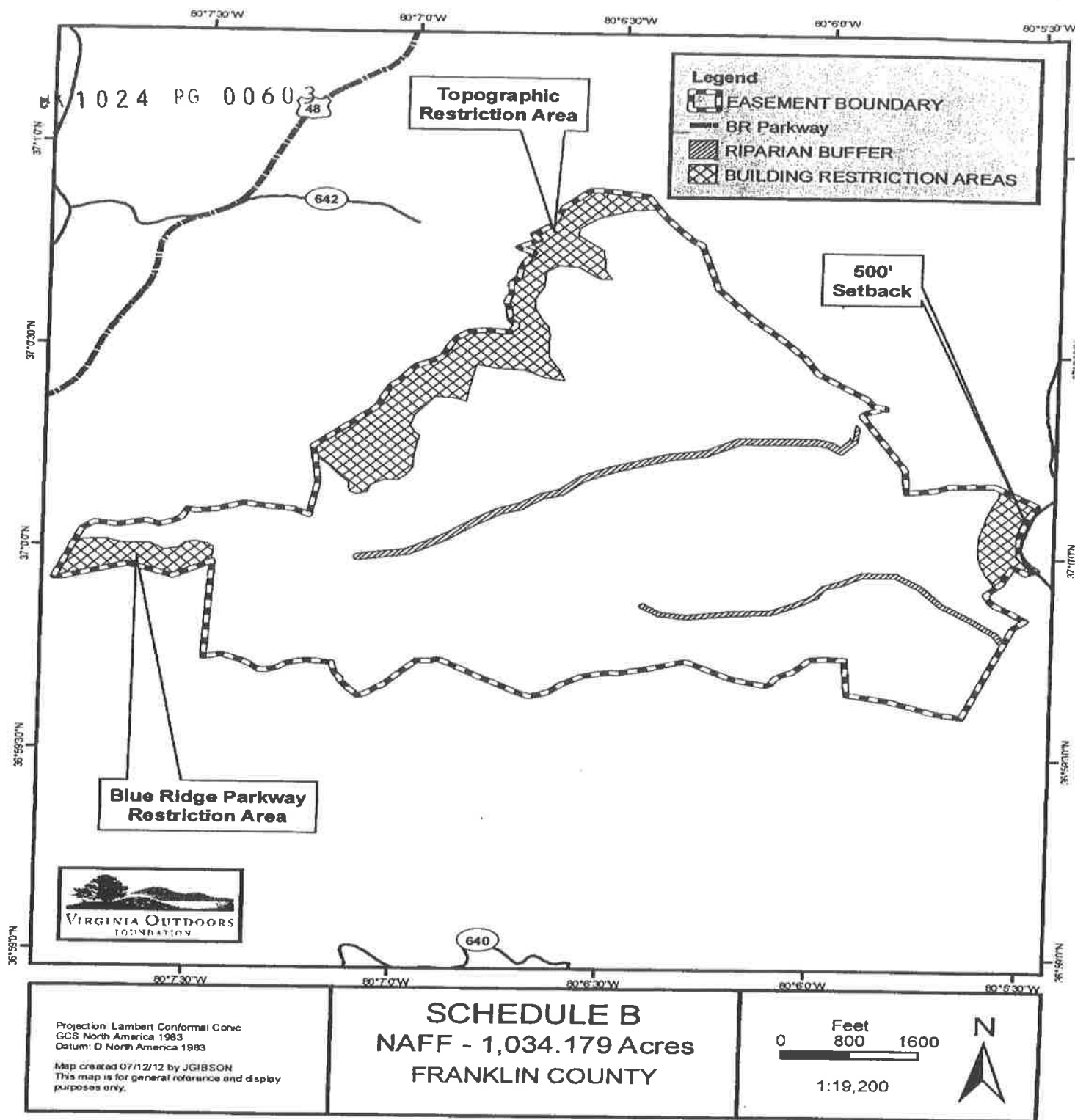


SCHEDULE "A"

WK 1024 PG 00602

All that tract or parcel of land lying and being in Franklin County, Virginia and containing 1,034.179 acres on plat of survey entitled "Survey for Wesley W. Naff, III" prepared by Ronald E. Yount, LS No. 2760, bearing date December 3, 2009, a copy of which is recorded in the Franklin County Circuit Court Clerk's office in Deed Book 973, page 217, to which reference is made for a more particular description of the herein described property.

Being an updated legal description of the same property conveyed to Wesley W. Naff, III pursuant to Deed dated July 21, 2008, recorded in the aforesaid clerk's office in Deed Book 943, page 2274 and by Deed dated May 5, 2009, recorded in the aforesaid clerk's office in Deed 959, page 1274.



BK 1024 PG 00604

INSTRUMENT #120008581  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
NOVEMBER 27, 2012 AT 02:16PM

TERESA J. BROWN, CLERK  
RECORDED BY: JWG

SURVEY FOR

WESLEY W. NAFF, III

BLACKWATER MAGISTERIAL DISTRICT

FRANKLIN COUNTY, VIRGINIA

SURVEYED MARCH 11, 2009

REVISED DECEMBER 3, 2009

JOB NO. 17-09C

SHEET 1 OF 4



NOTES

1. LEGAL REFERENCE: DEED BOOK 959, PAGE 1274 (WESLEY W. NAFF, III); DEED BOOK 949, PAGE 2574 (WESLEY W. NAFF, III); DEED BOOK 959, PAGE 1280 (PLAT); DEED BOOK 971, PAGE 2511 (PLAT)
2. TAX REFERENCE: 058-00-090.00 (WESLEY W. NAFF, III)
3. PROPERTY LOCATED IN AND FLOOD HAZARD ZONE X. SEE COMMUNITY PANEL 43106/C 0325C, DATED MAY 19, 1981.
4. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
5. PROPERTY SERVED BY UNDERGROUND AND OVERHEAD UTILITIES. NOT ALL UTILITIES HAVE BEEN ILLUSTRATED BY THIS SURVEY.
6. CHORD BEARINGS AND DISTANCES. DEED PROPERTY LINE (DEED BOOK 739, PAGE 3) FOLLOWS THE RIGHT OF WAY LINE OF ROUTE 642 FROM CORNER A TO CORNER B.
7. CHORD BEARINGS AND DISTANCES. SURVEYED PROPERTY LINE FOLLOWS THE CENTERLINE OF THE BRANCH FROM CORNER C TO CORNER D.
8. SURVEYED PROPERTY LINE FROM CORNER D TO CORNER E HAS BEEN REESTABLISHED BASED ON FOUND MONUMENTS AND PLAT RECORDED IN DEED BOOK 971, PAGE 2511.
9. SURVEYED PROPERTY LINE FROM CORNER E TO CORNER F HAS BEEN REESTABLISHED BASED ON FOUND MONUMENTS AND PLAT RECORDED IN DEED BOOK 959, PAGE 1280.
10. DEED PROPERTY LINE (NOT SURVEYED) FROM CORNER F TO CORNER G HAS BEEN PLATTED BASED ON UNRECORDED PLAT PREPARED BY ALFRED H. CARTER FOR GEORGE R. MCKENNA DATED AUGUST 30, 1972.
11. DEED PROPERTY LINE (NOT SURVEYED) FROM CORNER G TO CORNER H HAS BEEN REESTABLISHED BASED ON PLAT PREPARED BY PHILIP W. NESTER FOR WESLEY W. NAFF, III AND MICHAEL K. NAFF DATED MARCH 29, 2008 AND RECORDED IN DEED BOOK 739, PAGE 31.
12. DEED PROPERTY LINE (NOT SURVEYED) CONSECUTIVELY FROM CORNER K THROUGH CORNER L HAS BEEN PLATTED BASED ON PLAT PREPARED BY PHILIP W. NESTER FOR WESLEY W. NAFF, III AND MICHAEL K. NAFF DATED MAY 23, 1997 AND RECORDED IN DEED BOOK 610, PAGE 627.
13. DEED PROPERTY LINE (NOT SURVEYED) FOLLOWS THE CENTERLINE OF DANIEL'S RUN ROAD FROM CORNER L TO CORNER M.
14. DEED PROPERTY LINE (NOT SURVEYED) FOLLOWS THE CENTERLINE OF BRANCH FROM CORNER M TO CORNER N.
15. DEED PROPERTY LINE (NOT SURVEYED) FOLLOWS THE CENTERLINE OF BRANCH FROM CORNER P TO CORNER Q.
16. DEED PROPERTY LINE (NOT SURVEYED) FOLLOWS THE CENTERLINE OF OLD DANIEL'S RUN ROAD FROM CORNER Q TO CORNER R.
17. DEED PROPERTY LINE (NOT SURVEYED) FROM CORNER R TO CORNER A HAS BEEN PLATTED BASED ON PLAT PREPARED BY PHILIP W. NESTER FOR WESLEY W. NAFF, III AND MICHAEL K. NAFF DATED MARCH 29, 2008 AND RECORDED IN DEED BOOK 739, PAGE 31.
18. PLAT PREPARED BASED ON CURRENT SURVEY AND PLATS RECORDED IN DEED BOOK 959, PAGE 1280 AND DEED BOOK 971, PAGE 2511 AND REPRESENTS AN EXISTING PARCEL, WHICH IS EXCEPT FROM THE FRANKLIN COUNTY SUBDIVISION ORDINANCE.

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
1	S 50°58'41" W	371.13	189	N 48°48'54" W	50.33
2	S 46°51'12" W	471.73	190	N 34°55'53" W	124.67
3	S 39°42'03" W	84.20	191	N 39°30'04" W	52.48
4	S 34°54'30" W	58.24	192	N 35°08'08" W	48.84
5	S 30°00'47" W	52.76	193	N 21°06'46" W	28.52
6	S 25°57'04" W	77.61	194	N 18°31'43" W	23.28
7	S 23°40'13" W	88.36	195	N 23°44'25" W	107.71
8	S 22°31'58" W	84.44	196	N 10°29'38" W	171.16
9	S 20°20'14" W	67.84	197	S 85°43'52" W	36.39
10	S 14°34'09" W	54.85	198	S 76°04'21" W	50.46
11	S 12°40'47" W	51.46	199	S 82°54'27" W	154.81
12	S 04°14'56" W	48.26	200	S 89°04'21" W	50.46
13	S 03°51'04" E	51.87	201	S 66°16'28" W	82.35
14	S 12°48'03" E	49.80	202	S 64°04'06" E	157.12
15	S 21°17'50" E	47.27	203	S 80°53'33" W	44.65
16	S 30°27'42" E	58.86	204	N 84°41'56" W	54.68
17	S 38°01'39" E	86.82	205	N 53°07'29" W	132.56
18	S 78°25'43" W	112.92	206	N 37°31'18" W	38.70
19	S 78°25'43" W	8.40	207	N 55°12'49" W	121.82
20	S 43°01'28" W	12.41	208	N 65°29'38" W	227.87
21	N 58°48'20" W	18.20	209	S 82°10'15" W	212.53
22	N 42°34'46" W	20.29	210	N 87°12'17" W	97.01
23	N 53°08'54" W	56.52	211	N 61°06'28" E	174.59
24	N 58°14'48" W	21.36	212	S 80°59'26" E	133.25
25	N 59°14'48" W	48.81	213	S 75°01'22" E	141.13
26	S 32°26'51" W	255.35	214	S 64°04'06" E	157.12
27	S 48°37'04" W	221.65	215	N 80°28'36" E	184.71
28	S 14°20'26" E	106.04	216	N 82°21'42" E	121.85
29	S 40°50'54" E	72.43	217	N 28°00'33" E	112.47
30	S 47°37'58" E	70.87	218	S 87°50'48" E	101.22
31	S 54°06'51" E	347.46	219	N 88°42'05" E	227.24
32	N 72°03'55" W	86.27	220	S 65°11'01" E	214.47
33	N 68°00'35" W	138.46	221	N 17°44'25" E	163.17
34	N 85°21'12" W	180.53	222	N 13°03'14" E	127.86
35	S 47°21'48" W	99.28	223	N 16°28'54" E	223.59
36	S 53°58'52" W	79.98	224	N 34°31'42" E	246.51
37	S 55°13'54" W	128.99	225	N 56°51'42" E	117.51
38	S 72°22'30" W	78.01	226	N 46°51'42" E	120.87
39	S 68°03'42" W	128.72	227	N 46°51'42" E	285.37
40	S 36°28'54" W	103.94	228	N 70°47'42" E	342.25
41	S 66°48'41" W	84.45	229	N 32°35'42" E	220.55
42	N 73°02'59" W	143.73	230	N 35°47'42" E	114.20
43	N 72°40'36" W	93.44	231	N 60°48'42" E	177.67
44	N 68°50'29" W	72.06	232	N 89°58'42" E	204.31
45	N 66°00'35" W	128.22	233	S 78°02'18" E	207.46
46	N 56°20'33" W	137.92	234	N 37°37'22" E	128.16
47	N 59°05'16" W	130.71	235	N 32°43'51" E	111.77
48	N 59°28'49" W	196.76	236	N 07°52'59" W	157.41
49	N 78°52'05" W	70.19	237	N 10°58'54" W	108.25
50	S 80°20'45" W	58.93	238	N 29°53'29" E	130.82
51	S 85°45'09" W	100.17	239	N 03°47'02" E	148.19
52	S 77°33'10" W	100.71	240	N 43°04'35" E	157.75
53	S 78°56'46" W	49.29	241	N 12°01'53" E	104.62
54	S 77°34'24" W	116.81	242	N 28°43'46" E	99.30
55	S 84°52'05" W	184.23	243	N 41°36'24" E	192.29
56	S 86°08'27" W	57.38	244	N 82°02'46" W	183.45
57	S 84°13'45" W	104.46	245	N 88°24'23" E	285.61
58	N 82°17'31" W	50.14	246	N 38°50'46" E	103.13
59	N 89°41'39" W	171.17	247	N 61°09'46" E	283.85
60	S 88°01'20" W	94.78	248	N 33°08'55" E	226.48
61	S 82°22'05" W	94.14	249	S 86°13'56" E	158.29
62	S 65°28'08" W	124.07	250	S 30°15'31" E	194.10
63	S 67°38'21" W	141.83	251	S 30°15'31" E	202.34
64	S 59°28'23" W	189.70	252	S 33°30'45" E	280.16
65	S 73°51'05" W	124.47	253	S 41°38'07" E	183.48
66	S 87°42'05" W	97.01	254	S 53°13'53" E	183.23
67	S 86°07'42" W	38.21	255	S 15°03'38" E	183.08
68	N 83°03'22" W	33.68	256	S 11°53'24" E	91.29
69	N 80°54'48" W	28.84	257	S 37°28'01" E	228.29
70	N 58°24'48" W	111.78	258	S 48°16'11" E	228.29
71	N 58°24'48" W	94.23	259	S 35°44'57" E	113.33
72	N 66°32'03" W	72.53	260	S 50°39'59" E	20.44
73	S 82°13'02" W	74.09	261	S 70°54'26" E	147.17
74	S 85°47'08" W	185.67	262	S 18°31'25" E	111.4
75	S 91°27'15" W	192.50	263	S 88°50'44" W	38.04
76	S 84°07'30" W	80.12	264	S 81°07'52" W	185.53
77	S 57°18'03" W	44.45	265	S 57°18'03" W	33.95
78	S 66°47'34" W	124.53	266	S 41°03'00" W	59.81
79	S 76°23'03" W	82.23	267	S 27°04'24" E	18.48



LEGEND

- SURVEYED PROPERTY LINE
- - - DEED PROPERTY LINE (NOT SURVEYED)
- - - BRANCH
- - - OVERHEAD ELECTRIC LINE
- FOUND 1/2" REBAR
- FOUND 1" PIPE
- TREE MARKER
- POINT/CALLED FOR CORNER



SCALE: 1" = 300'

MICHAEL L. QUISENBERRY  
D.B. 737 PG. 593  
D.B. 737 PG. 596  
D.B. 775 PG. 334  
TAX: 59-1

MICHAEL L. QUISENBERRY  
D.B. 737 PG. 593  
D.B. 737 PG. 596  
D.B. 775 PG. 334  
TAX: 59-1

TIMOTHY A. NICHOLS  
D.B. 879 PG. 1372  
D.B. 879 PG. 1370  
TAX: 59-3

NOW OR FORMERLY  
D.B. 85 PG. 141  
TAX: 21-114  
(TAXED IN FLOYD COUNTY)

TIMOTHY A. NICHOLS  
D.B. 879 PG. 1372  
D.B. 879 PG. 1370  
TAX: 59-3

PARK RIDGE EAST  
D.B. 359 PG. 1723  
TAX: MAP 59.2

PARKRIDGE DEVELOPMENT CO.  
D.B. 840 PG. 2501  
TAX: 59-3.1

GLADYS L. PATE  
W.B. 10 PG. 1739

TOTAL REVISED AREA  
1034.179 ACRES  
(BY DEED AND CALCULATION)



MATCH LINE  
SHEET 3

MATCH LINE  
SHEET 4

SURVEY FOR  
**WESLEY W. NAFF, III**

BLACKWATER MAGISTERIAL DISTRICT  
FRANKLIN COUNTY, VIRGINIA  
SURVEYED MARCH 11, 2009  
REVISED DECEMBER 3, 2009  
JOB NO. 17-09C  
SHEET 2 OF 4

BK 0973 PG 00219

NOW OF FORMERLY  
ARLENE POFF  
D.B. 103 PG. 212  
TAX: 22-37  
(TAXED IN FLOYD COUNTY)

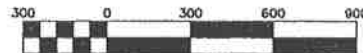
MICHAEL L. QUISENBERRY  
D.B. 737 PG. 593  
D.B. 737 PG. 596  
D.B. 775 PG. 334  
TAX: 59-1

MICHAEL L. QUISENBERRY  
D.B. 737 PG. 593  
D.B. 737 PG. 596  
D.B. 775 PG. 334  
TAX: 58-83

SYON ABBEY  
D.B. 710 PG. 1112  
D.B. 710 PG. 1119  
TAX: 58-94  
TAX: 58-96

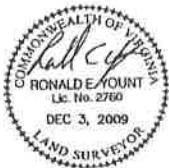
LEGEND

- SURVEYED PROPERTY LINE
- - - DEED PROPERTY LINE (NOT SURVEYED)
- - - DEED LINE
- - - BRANCH
- - - OVERHEAD ELECTRIC LINE
- FOUND 1/2" REBAR
- FOUND 1" PIPE
- TREE MARKER
- POINT/CALLED FOR CORNER



SCALE: 1" = 300'

TOTAL REVISED AREA  
1034.179 ACRES  
(BY DEED AND CALCULATION)



MATCH LINE  
SHEET 4

SURVEY FOR  
**WESLEY W. NAFF, III**  
BLACKWATER MAGISTERIAL DISTRICT  
FRANKLIN COUNTY, VIRGINIA  
SURVEYED SMARCH 11, 2009  
REVISED DECEMBER 3, 2009  
JOB NO. 17-09C  
SHEET 3 OF 4

GENE D. SCHMIG  
D.B. 410 PG. 531  
TAX: 58-90.1

GENE D. SCHMIG  
D.B. 410 PG. 531  
TAX: 58-90.1

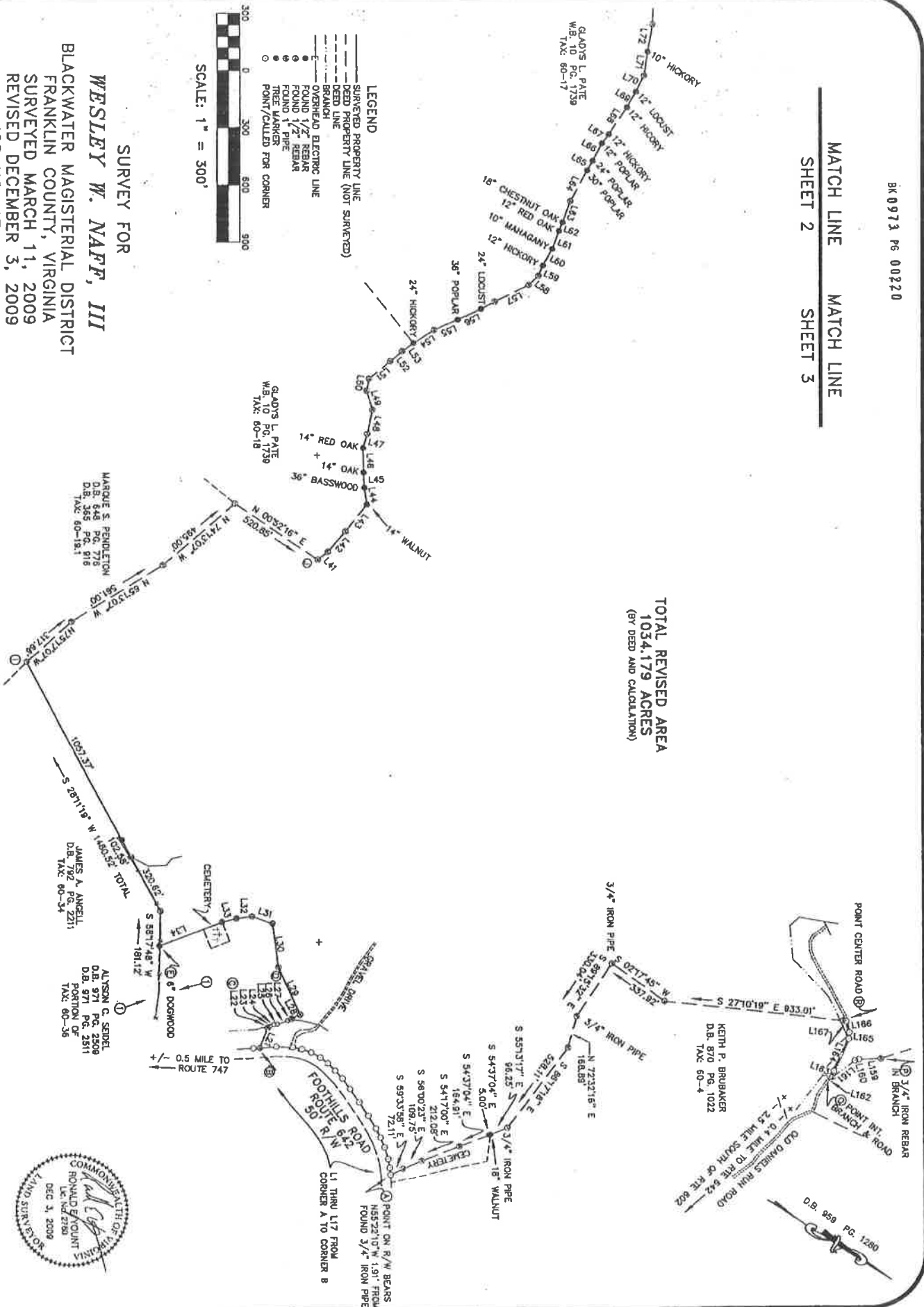
KEITH P. BRUBAKER  
D.B. 870 PG. 1022  
TAX: 60-4

MATCH LINE MATCH LINE  
SHEET 2 SHEET 3

TOTAL REVISED AREA  
1034.179 ACRES  
(BY DEED AND CALCULATION)



SURVEY FOR  
**WESLEY W. NAFF, III**  
BLACKWATER MAGISTERIAL DISTRICT  
FRANKLIN COUNTY, VIRGINIA  
SURVEYED MARCH 11, 2009  
REVISED DECEMBER 3, 2009  
JOB NO. 17-09C  
SHEET 4 OF 4



09 MAY -6 AM 9:51

090003961

BK 0959 PG 01274

Consideration: \$58.1-810.3.

Grantees Address:  
P. O. Box 100  
Callaway, VA 24067

Document Prepared by:  
Clyde H. Perdue, Jr.  
245 S. Main Street  
Rocky Mount, Virginia 24151  
Return to:

TAX MAP/PARCEL NUMBERS: Parcel A - #58.-9; and, Parcel B - #60.-5

THIS DEED OF GIFT, the recordation tax for which shall be pursuant to Virginia Code §58.1-810.3., made and entered into this the 5<sup>th</sup> day of May, 2009, by and between WESLEY W. NAFF, III and MICHELE K. NAFF, husband and wife, parties of the first part, Grantors, and WESLEY W. NAFF, III, party of the second part, Grantee.

R E C I T A L S:

1. By Deed of Gift dated July 1, 2004, of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 823, at Page 994, the parties hereto did grant and convey, each unto the other, as tenants in common, the hereinafter described properties.

2. The purpose of this Deed is to transfer the entire fee simple interest in the property, below described, unto Wesley W. Naff, III. ACCORDINGLY,

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, CONDITIONS AND AGREEMENTS AS EXISTS

LYNE & PERDUE, PLC  
CLYDE H. PERDUE, JR.  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT, VA 24151

BK 0959 PG 01275

BETWEEN THE PARTIES, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the said parties of the first part do hereby bargain, sell, deed, grant, gift and convey with Covenants of General Warranty and Modern English Covenants of Title unto WESLEY W. NAFF, III, party of the second part, Grantee, all those certain tracts or parcels of land, situate, lying and being in Franklin County, Virginia, and being more particularly described herein as follows:

PARCEL E  
THE CABIN TRACT AT DANIELS RUN  
TAX MAP/PARCEL #58.-90

That parcel of land in Blackwater Magisterial District, Franklin County, Virginia, on Daniels Run Creek, CONTAINING 640 ACRES, MORE OR LESS, as shown on the plat of survey dated May 23, 1997, prepared by Philip W. Nester, L. S., recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 610, page 627, to which plat reference is hereby made for a more complete description of the property hereby conveyed.

BEING the same property conveyed to Wesley W. Naff, III, and Michele K. Naff, as tenants in common as set forth in the Recital to this Deed (being Parcel E therein); also, see Deed Book 475, page 1289.

LINE & PERDUE, PLC  
LYDE H. PERDUE, JR.  
ATTORNEY AT LAW  
245 S. MAIN STREET  
CKY MOUNT, VA 24151

PARCEL F  
THE MCKENNA PLACE  
TAX MAP/PARCEL #60.-5

That parcel of land on Foothills Road (Secondary Route 642) in Blackwater Magisterial District, Franklin County, Virginia, CONTAINING 337.436 ACRES, MORE OR LESS, as shown on the plat of survey dated December 11, 2001, revised March 28, 2002, prepared by Philip W. Nester, L.S., recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, with the deed from George R. McKenna and Elaine O. McKenna to Wesley W. Naff, III, and Michele K. Naff, which deed is recorded in Deed Book 739, page 29, to which plat reference is hereby made for a more complete description of the property hereby conveyed.

BEING the same property conveyed to Wesley W. Naff, III, and Michele K. Naff, as tenants in common as set forth in the Recital to this Deed (being Parcel F therein); also, see Deed Book 739, page 29.

AND BEING Parcel E and Parcel F as acquired by the Grantors as set forth in the Recitals to this Deed.

VACATION OF BOUNDARY LINES

Recorded simultaneously herewith in Deed Book 959, at Pages 1280-1283, is a plat of survey prepared by Compass Point Land Surveying, P.C., Ronald E. Young, L.S., dated March 11, 2009, which survey establishes the vacating of the division/boundary lines between Parcel E (containing

BK 0959 PG 01277

640.000 acres; tax map/parcel #58.-90), Parcel F (containing 337.436 acres; tax map/parcel #60.-5), above described, and, the parcels of land designated thereon as Parcel C (containing 44.995 acres [by calculation]); Parcel D (containing 0.551 acre), and Parcel E (containing 0.472 acre), each being a portion of tax map/parcel #60.-36 (being the property conveyed to Wesley W. Naff, III, by Deed dated July 21, 2008, of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 943, at Page 2274) to create a new (tax) parcel of land designated on the said Yount survey as "TOTAL REVISED AREA OF 1,023.454 ACRES" and to be identified as TAX MAP/PARCEL #58.-9 (0580000900), with reference to same being made for a more complete and particular description of the combined properties.

This conveyance is made subject to all easements, restrictions, covenants and conditions of record affecting the hereinabove described property.

TO HAVE AND TO HOLD unto WESLEY W. NAFF, III, party of the second part, Grantee, his heirs and assigns, forever.

LINE & PERDUE, PLC  
LYDE H. PERDUE, JR  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ICKY MOUNT, VA 24151

WITNESS the following signatures and seals.

Wesley W. Naff, III (SEAL)  
WESLEY W. NAFF, III

Michele K. Naff (SEAL)  
MICHELE K. NAFF

STATE OF VIRGINIA, AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Deed was signed and acknowledged  
before me this the 5<sup>th</sup> day of May, 2009, by WESLEY W. NAFF,  
III.

My commission expires: 9-30-2011

Martha S. Custer  
NOTARY PUBLIC  
NOTARY REGISTRATION # 137952



STATE OF VIRGINIA, AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Deed was signed and acknowledged  
before me this the 5<sup>th</sup> day of May, 2009, by MICHELE K. NAFF.

My commission expires: 9-30-2011

Martha S. Custer  
NOTARY PUBLIC  
NOTARY REGISTRATION # 137952





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BK 0959 PG 01279

INSTRUMENT #090003961  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
MAY 6, 2009 AT 09:51AM

TERESA J. BROWN, CLERK  
RECORDED BY: SMP

---

Return To: American Title & Settlement  
4502 Starkey Rd Ste 109  
Roanoke, VA 24018

BK 0943 PG 02274

Return to: \_\_\_\_\_

Document Prepared By:  
Burton L. Albert, Esq.  
4358 Starkey Road, S.W., Suite 5  
Roanoke, Virginia 24018  
(540) 776-8600

Settlement Agent: American Title & Settlement  
Title Insurance: First American  
Consideration: \$ 300,000.00

Tax Map No. 60-36

THIS DEED, made and entered into this 21<sup>st</sup> day of July, 2008, by and between HARRY M. RICHARDSON, JR., sole heir and surviving spouse of Mary E. Richardson, deceased, Grantor, party of the first part; WESLEY W. NAFF, III, Grantee, party of the second part, whose mailing address is P.O. Box 100, Callaway, VA 24067; and GEORGE R. MCKENNA and ELAINE D. MCKENNA, parties of the third part.

W I T N E S S E T H

THAT WHEREAS, by deed dated November 9, 1972, of record in the Clerk's Office of the Circuit Court for the County of Franklin, Virginia, in Deed Book 285, page 194, George R. McKenna and Elaine D. McKenna, husband and wife, conveyed the hereinafter described property to Mary E. Bogart; and

WHEREAS, the said Mary E. Bogart (also known as Mary E. Richardson) died intestate on October 9, 2001, survived by her husband, Harry M. Richardson, Jr., as shown by a List of Heirs dated December 27, 2007, of record in the Clerk's Office aforesaid in Will Bok 102, page 1998; and

WHEREAS, by virtue of the foregoing, the aforesaid

08 AUG -7 PM 3:00

080007322

Grantor is the fee simple owner of the hereinafter described property.

NOW, THEREON, FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the Grantee unto the Grantor and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby BARGAIN, SELL, GRANT and CONVEY, with General Warranty and Modern English Covenants of Title, unto the Grantee, all of that certain lot or parcel of land, with all appurtenances thereunto belonging, lying and being in the Blackwater Magisterial District in Franklin County, State of Virginia, and being more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made subject to all easements, restrictions, covenants and conditions of record affecting the property.

The parties of the third part join in this Deed to release, remise, quitclaim and convey unto the Grantee any and all right, title and interest they may have in and to the hereinabove described property by virtue of that deed dated November 9, 1972, of record in the Clerk's Office aforesaid in Deed Book 285, page 194, wherein they reserved a right of first refusal to purchase the hereinabove described property.

THIS DEED WAS PREPARED WITHOUT  
BENEFIT OF A TITLE EXAMINATION  
BY THE PREPARER HEREOF.

WITNESS the following signatures and seals.

Harry M. Richardson, Jr. (SEAL)  
Harry M. Richardson, Jr.

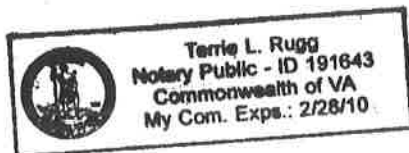
STATE OF Virginia  
CITY/COUNTY OF Roanoke to-wit:

The foregoing instrument was acknowledged before me this  
7th day of August, 2008, by Harry M. Richardson, Jr.

Terrie L. Rugg  
Notary Public

My Commission expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_



George R. McKenna (SEAL)  
George R. McKenna

Elaine D. McKenna (SEAL)  
Elaine D. McKenna

STATE OF MASSACHUSETTS

CITY/COUNTY OF BERKSHIRE, to-wit:

The foregoing instrument was acknowledged before me this  
1st day of AUGUST, 2008, by George R. McKenna.

Paula Kahn Almgren  
Notary Public

My Commission expires: JULY 6, 2012

Registration No.: \_\_\_\_\_



STATE OF MASSACHUSETTS

CITY/COUNTY OF BERKSHIRE, to-wit:

The foregoing instrument was acknowledged before me this  
1st day of AUGUST, 2008, by Elaine D. McKenna.

Paula Kahn Almgren  
Notary Public

My Commission expires: JULY 6, 2012

Registration No.: \_\_\_\_\_



## SCHEDULE "A"

BEGINNING at a point in County Route 842, a corner to Wilson Angel's land; and running thence with Angel's land, S. 61° 00' W. 233 ft. to an iron pin; thence S. 58° 15' W. 148 ft. to an iron pin; thence S. 54° 19' W. 360.79 ft. to an iron pin; thence S. 24° 34' 30" W. 1480.83 ft. to a maple, a corner to Norman Sigmon's land; thence with Sigmon's land, N. 78° 54' W. 317.66 ft. to an iron pin; thence N. 68° 50' W. 561.00 ft. to an iron pin; thence N. 77° 50' W. 495.00 ft. to an iron pin; thence N. 3° 51' 30" W. 519.00 ft. to a corner to the Guilliams land; thence a new line, N. 52° 57' E. 1397.06 ft. to an iron pin; thence N. 43° 25' 40" E. 741.85 ft. to an iron pin; thence S. 88° 13' E. 537.27 ft. to an iron pin; thence N. 62° 30' E. with the road leading into the dwelling house on said property, 172.90 ft. to a point in the center of State Secondary Road No. 642; thence with said road, S. 42° 55' E. 281.57 ft.; thence S. 34° 50' E. 464 ft. to a point in the center of said road, the point of BEGINNING.

INSTRUMENT #080007322  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
AUGUST 7, 2008 AT 03:00PM  
\$300.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$150.00 LOCAL: \$150.00

TERESA J. BROWN, CLERK  
RECORDED BY: JNF

## 1559 FOOTHILLS RD

**Location** 1559 FOOTHILLS RD

**Tax Map #** 058/ 00 090/ 00 / /

**Owner** NAFF WESLEY W III & VIRGINIA

**Property Class** AGR/UNDEV 100 UP ACR

**Assessment** \$431,700

**PID** 19479

**Building Count** 3

**Water** Spring

**Sewer** Private Septic

### Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$116,500	\$315,200	\$431,700

### Owner of Record

**Owner** NAFF WESLEY W III & VIRGINIA  
**Co-Owner** OUTDOORS FOUNDATION  
**Care Of**  
**Address** 1195 RETREAT RD  
BOONES MILL, VA 24065

**Sale Price** \$0  
**Book** 1024  
**Page** 580  
**Sale Date** 11/27/2012  
**Instrument** 00

### Ownership History

Ownership History					
Owner	Sale Price	Instrument	Sale Date	Book	Page
NAFF WESLEY W III & VIRGINIA	\$0	00	11/27/2012	1024	580
NAFF WESLEY W III	\$0	00	05/06/2009	959	1274
NAFF WESLEY W III & MICHELLE	\$110,000	00	07/09/2004	823	994
NAFF WESLEY W III & MICHELLE K	\$110,000	00	12/12/1990	475	1289
LITTON SAM & JOAN & NAFF WESLEY W	\$18,000	00	06/06/1986	397	1027
COMBINED 396-1911 & 416-788	\$0	00	01/01/1900		0
410-930	\$0	00	01/01/1900		0
MORAN B A	\$0	00	01/01/1900		0

### Building Information

## Building 1 : Section 1

Year Built: 1994

Living Area: 864

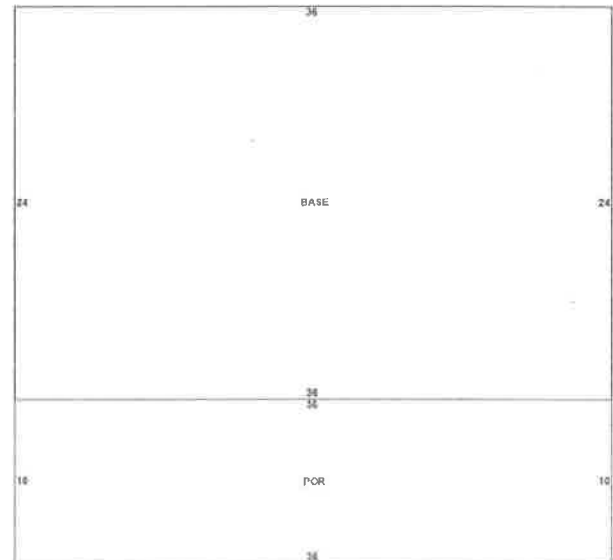
Building Attributes	
Field	Description
Style	Building
Model	Residential
Grade	Grade D
Stories	1.00
Foundation	BRICK/CONC BLOCK
Exterior Wall 1	WOOD/FRAME
Exterior Wall 2	N/A
Roof Type	GABLE
Roof Cover	METAL/TIN
Interior Wall 1	WOOD PANEL
Interior Wall 2	NONE
Num Cars - Carport	0
Garage Type	NONE
Carport Type	NONE
Heat System	SPACE HEAT
AC Type	None
Bedroom(s)	1
Full Bath(s)	1
Half Bath(s)	0
Extra Fixture(s)	0
Total Room(s)	3
Extra Kitchen(s)	0
Interior Floor 3	NONE
FBM Quality	+/-0
Interior Floor 1	SOFT WOOD
Interior Floor 2	
Garage Type 2	NONE
Heat Fuel	PROPANE
Num Cars - Garage	0
Fireplace(s)	1
Grade Adjust	-0.10
Num Cars - Built In	0
Num Units	0
Stacked Fireplace(s)	0
Flue(s)	0

## Building Photo



([https://images.vgsi.com/photos/franklincountyvaPhotos/AP01B\0019479\\_0](https://images.vgsi.com/photos/franklincountyvaPhotos/AP01B\0019479_0))

## Building Layout



([ParcelSketch.ashx?pid=19479&bid=19479](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BASE	FIRST FLOOR	864	864
POR	PORCH	360	0
		1,224	864



Gas Fireplace(s)	0
Inop Flue/FPL	0
Interior Wall 3	NONE
Basement	FULL BSMT
Fin Bsmt Area	0
Num Cars - Garage 2	0
Split Foyer	No
Split Level	No
Metal Flue(s)	0
Basement Area	864


### Building 2 : Section 1

Year Built:

Living Area: 0

Building Attributes : Bldg 2 of 3	
Field	Description
Style	Vacant Land
Model	
Grade	
Stories	
Foundation	
Exterior Wall 1	
Exterior Wall 2	
Roof Type	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Num Cars - Carport	
Garage Type	
Carport Type	
Heat System	
AC Type	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Total Room(s)	
Extra Kitchen(s)	
Interior Floor 3	
FBM Quality	
Interior Floor 1	

### Building Photo

 Building Photo

(<https://images.vgsi.com/photos/franklincountyvaPhotos/default.jpg>)

### Building Layout

([ParcelSketch.ashx?pid=19479&bid=147103](#))

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Interior Floor 2	
Garage Type 2	
Heat Fuel	
Num Cars - Garage	
Fireplace(s)	
Grade Adjust	
Num Cars - Built In	
Num Units	
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Interior Wall 3	
Basement	
Fin Bsmt Area	
Num Cars - Garage 2	
Split Foyer	
Split Level	
Metal Flue(s)	
Basement Area	

### Building 3 : Section 1

Year Built:

Living Area: 0

Building Attributes : Bldg 3 of 3	
Field	Description
Style	Vacant Land
Model	
Grade	
Stories	
Foundation	
Exterior Wall 1	
Exterior Wall 2	
Roof Type	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Num Cars - Carport	
Garage Type	
Carport Type	
Heat System	

### Building Photo



([https://images.vgsi.com/photos/franklincountyvaPhotos/AP01910019479\\_0](https://images.vgsi.com/photos/franklincountyvaPhotos/AP01910019479_0))

### Building Layout

([ParcelSketch.ashx?pid=19479&bid=147104](#))

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

AC Type	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Total Room(s)	
Extra Kitchen(s)	
Interior Floor 3	
FBM Quality	
Interior Floor 1	
Interior Floor 2	
Garage Type 2	
Heat Fuel	
Num Cars - Garage	
Fireplace(s)	
Grade Adjust	
Num Cars - Built In	
Num Units	
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Interior Wall 3	
Basement	
Fin Bsmt Area	
Num Cars - Garage 2	
Split Foyer	
Split Level	
Metal Flue(s)	
Basement Area	

Land

Land Use		Land Line Valuation	
Use Code	600R	Size (Acres)	765.12
Description	AGR/UNDEV 100 UP ACR - RES	Land	\$315,200
Zone	NZ		
Neighborhood	0001		

Outbuildings

Outbuildings	Legend
--------------	--------

Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
BLDG	Building	PL	Pole	1368.00 UNITS	\$8,208	1

### Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$116,500	\$315,200	\$431,700
2024	\$116,500	\$315,200	\$431,700
2024	\$60,200	\$312,200	\$372,400
2023	\$60,200	\$315,200	\$375,400
2022	\$60,200	\$315,200	\$375,400
2021	\$60,200	\$315,200	\$375,400
2020	\$60,200	\$315,200	\$375,400
2019	\$54,600	\$315,200	\$369,800
2018	\$54,600	\$315,200	\$369,800
2017	\$316,000	\$445,100	\$761,100
2016	\$316,000	\$445,100	\$761,100
2015	\$299,500	\$454,600	\$754,100
2014	\$299,500	\$1,300,900	\$1,600,400
2013	\$299,500	\$1,300,900	\$1,600,400
2012	\$299,500	\$1,300,900	\$1,600,400

UNASSIGNED

Location	UNASSIGNED	Tax Map #	058/ 00 090/ 01 / /
Owner	NAFF WESLEY W III	Property Class	AGR/UNDDEV 20-99 ACR
Assessment	\$72,200	PID	19480
Building Count	1	Water	None
Sewer	None		

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$3,900	\$68,300	\$72,200

Owner of Record

Owner	NAFF WESLEY W III	Sale Price	\$70,000
Co-Owner		Book	1157
Care Of		Page	2925
Address	1195 RETREAT RD	Sale Date	02/26/2021
	BOONES MILL, VA 24065	Instrument	00

Ownership History

Ownership History					
Owner	Sale Price	Instrument	Sale Date	Book	Page
NAFF WESLEY W III	\$70,000	00	02/26/2021	1157	2925
SCHMIG GENE D & BLESSIN ELIZABETH	\$18,000	00	03/26/1987	410	531
LITTON SAM ET AL	\$0	00	01/01/1900		0

Building Information

Building 1 : Section 1

Year Built:	
Living Area:	0
Building Attributes	
Field	Description
Style	Vacant Land

Model	
Grade	
Stories	
Foundation	
Exterior Wall 1	
Exterior Wall 2	
Roof Type	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Num Cars - Carport	
Garage Type	
Carport Type	
Heat System	
AC Type	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Total Room(s)	
Extra Kitchen(s)	
Interior Floor 3	
FBM Quality	
Interior Floor 1	
Interior Floor 2	
Garage Type 2	
Heat Fuel	
Num Cars - Garage	
Fireplace(s)	
Grade Adjust	
Num Cars - Built In	
Num Units	
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Interior Wall 3	
Basement	
Fin Bsmt Area	
Num Cars - Garage 2	
Split Foyer	

## Building Photo



([https://images.vgsi.com/photos/franklincountyvaPhotos/AP01910019480\\_0](https://images.vgsi.com/photos/franklincountyvaPhotos/AP01910019480_0))

## Building Layout

([ParcelSketch.ashx?pid=19480&bid=19480](#))

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Split Level	
Metal Flue(s)	
Basement Area	

## Land

### Land Use

**Use Code** 500V  
**Description** AGR/UNDDEV 20-99 ACR - VAC  
**Zone** NZ  
**Neighborhood** 0001

### Land Line Valuation

**Size (Acres)** 50  
**Land** \$68,300

## Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
CABIN	Cabin	TY	Typical	256.00 UNITS	\$3,648	1
BLDG	Building	FR	Frame	1.00 UNITS	\$285	1

## Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$3,900	\$68,300	\$72,200
2024	\$3,900	\$68,300	\$72,200
2023	\$4,100	\$68,300	\$72,400
2022	\$4,100	\$68,300	\$72,400
2021	\$4,100	\$68,300	\$72,400
2020	\$4,100	\$68,300	\$72,400
2019	\$4,100	\$68,300	\$72,400
2018	\$4,100	\$68,300	\$72,400
2017	\$4,100	\$68,300	\$72,400
2016	\$4,100	\$68,300	\$72,400
2015	\$4,100	\$68,300	\$72,400
2014	\$4,100	\$68,300	\$72,400
2013	\$4,100	\$68,300	\$72,400
2012	\$4,100	\$68,300	\$72,400
2011	\$4,100	\$68,300	\$72,400

**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.

RECIPIENT: Colonial T & S agcy  
CASE NO: 7344716 RECIPIENT'S CASE NO: \_\_\_\_\_  
(SEARCH 1 OF 2)

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

Wesley W Naff, III

☐ t/e w/s ☐ j/t w/s ☐ t/c ☐ no tenancy ☐ prtshp ☐ corp ☐ lic

☒ UNDER THE FOLLOWING DEEDS

Grantor(s): Harry M Richardson, Jr Wesley W Naff, III  
+ wife Michele E Naff  
Dated: 7/20/08 (5-509) Recorded: 8/20/08 (5-609) Deed Book & Pg./Inst. No: 943-2274/951-1274

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

☐ UNDER THE WILL OF: \_\_\_\_\_  
Date of Death: \_\_\_\_\_ Date of Probate: \_\_\_\_\_  
Will Book & Pg./Inst. No: \_\_\_\_\_

☐ BY INHERITANCE FROM: \_\_\_\_\_  
Date of Death: \_\_\_\_\_  
Heirs determined by: \_\_\_\_\_

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE:

Decedent Acquired The Property By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BRIEF LEGAL DESCRIPTION:

1,034.179 ac - w/s 24642 Foothills (Plot  
ROAD (08973-217/220)  
LVE 261.058 ac conv in DB 1099-1619

☒ Use description on attached page(s) marked "description" in brackets "[ ]" → DB 1059-1189

☐ Use description in \_\_\_\_\_ recorded in/as \_\_\_\_\_

DEEDS OF TRUST: ☐ NONE Wesley W Naff, III  
1. Grantor(s): \_\_\_\_\_  
Trustee(s): Tanya Jones + Mitch Smith  
Dated: 11-13-15 Deed Book & Pg./Inst. No: 1069-2576  
Recorded: 11-16-15 Amount: \$1,812,000.00 (CL)  
Named Beneficiary: Valley Star Credit Union  
Assignments, Subordination Agmts, etc.: → (contains other property) ←

58-90

PG. 1 OF 4



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

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

JUDGMENTS: ☒ NONE  
Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_  
Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_  
☐ See additional judgments attached

**LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S):**  
TBD LIENS FOUND: \_\_\_\_\_

FINANCING STATEMENTS: ☒ NONE  
Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_  
Debtor: \_\_\_\_\_  
Record Owner: \_\_\_\_\_  
Secured Party: \_\_\_\_\_  
☐ See additional Financing Statements attached

\*\*\*INFO HERE IS NOT WARRANTED - CONTACT TREASURER TO CONFIRM\*\*\*  
TAX & ASSESSMENT INFORMATION:

Assessed Owner: Wesley W. Naff III (Va. Outdoors Foundation)  
Assessed Description: 773.121 acres - OFF R1642-Foothills ROAD  
Tax Map/ID# 58-90 Bill # \_\_\_\_\_ GPIN# \_\_\_\_\_  
Land \$ 315,200 Improvements \$ 54,600 Total \$ 369,800  
Annual Amt \$ 2,255.78 Taxes Payable on: 12-5  
Taxes Paid Thru: 2018 Delinquent Taxes: NONE  
Taxes a Lien, Not Yet Due: 2019  
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: \_\_\_\_\_

Property Address (not warranted): 1559 Foothills Road-Callaway

RESTRICTIONS AND/OR DECLARATIONS ☐ NONE  
Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1024-580  
Amendments at: \_\_\_\_\_  
Contain Reverter: ☐ Yes ☒ No  
Contain Easements (not shown on subd. plat): ☒ Yes ☐ No  
Contain Minimum Building Line not shown on subd. plat: ☒ Yes ☐ No  
Contain Assessments: ☐ Yes ☒ No

DEEDED EASEMENTS:

( ) NONE  
 From: George McKenna + Elaine O McKenna  
 To: Lee Telephone Company  
 Dated: 11-72 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 285-266  
 From: George R McKenna + wife Elaine O McKenna  
 To: Appalachian Power Company  
 Dated: 10-5-73 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 293-578  
 From: Mary E Bogart + Mrs. Jim S Bogart  
 To: Appalachian Power Company  
 Dated: 10-12-73 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 293-580  
 From: Nesley W Naff III + wife Michele K Naff  
 To: Virginia Outdoors Foundation  
 Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1024-580

☒ See additional easements attached

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as DB 973-217/220:

1. part of old Daniels Run Road crosses E part of said land
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

SHOWN ON OTHER PLATS OF RECORD as follows: ☒ NONE

1. \_\_\_\_\_
2. \_\_\_\_\_

ACCESS

☒ Public street(s) named: RT 642 / Foothills Road  
☒ Appurtenant easement created by Deed Book & Pg./Inst. No.: 1099-1614  
☒ Road Maintenance Agreement in Deed Book & Pg./Inst. No.: \_\_\_\_\_

OTHER MATTERS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BACK TITLE INFO: ☒ Exact ( ) Full ( ) Limited ( ) None Policy/Case # 5091631  
 EFFECTIVE DATE: 2 January 2019 @ 8:00 A.M.

by Frank A Bustin  
 Title: examined

Copies ordered: ( ) Yes ( ) No Cost \$ \_\_\_\_\_ Hours: \_\_\_\_\_

Attachment Page for \_\_\_\_\_ Case No. 7394716 (search of 2)

**JUDGMENTS** continued

Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

Dated \_\_\_\_\_ docketed \_\_\_\_\_ in/as \_\_\_\_\_  
rendered in favor of \_\_\_\_\_ against \_\_\_\_\_

**FINANCING STATEMENTS** continued

Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_

Debtor: \_\_\_\_\_

Record Owner: \_\_\_\_\_

Secured Party: \_\_\_\_\_

Filed \_\_\_\_\_ as Financing Statement No. \_\_\_\_\_

Debtor: \_\_\_\_\_

Record Owner: \_\_\_\_\_

Secured Party: \_\_\_\_\_

**DEEDED EASEMENTS** continued

From: Wesley W. Naff, III

To: Woodmont of Franklin County, Virginia, LLC

Dated: 9-1-17 Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: 1099-1614

From: \_\_\_\_\_

To: \_\_\_\_\_

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Dated: \_\_\_\_\_ Recorded: \_\_\_\_\_ Deed Book & Pg./Inst. No: \_\_\_\_\_

~~EXCEPT~~

[All that certain tract or parcel of land, situate, lying and being in the Blackwater Magisterial District, Franklin County, Virginia, fronting on Route 642 (Foothills Road), CONTAINING 1034.179 ACRES, according to plat of survey prepared by Compass Point Land Surveying, P.C., Ronald E. Yount, L.S., dated March 11, 2009, revised December 3, 2009, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 973, at Pages 217-220, with this reference being made for a more complete and particular description of the subject property and as a means of incorporation by this reference thereto.]

AND BEING the same property as acquired by the Grantor herein by the following Deeds: (i) by Deed dated July 21, 2008, from Harry M. Richardson, Jr., which Deed is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 943, at Page 2274; and, (ii) by Deed of Gift dated May 5, 2009, from Wesley W. Naff III and Michele K. Naff, which Deed is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 959, at Page 1274.

This conveyance is made together with and subject unto all easements, reservations, restrictions and conditions of record affecting the subject property.

[LESS AND  
EXCEPT 261.058 acres conveyed to Woodmont of  
Franklin County, Virginia, LLC by deed dated  
September 1, 2017 recorded in  
said Clerk's Office in Deed  
Book 1099, page 1614

INSTRUMENT #150001352  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
MARCH 4, 2015 AT 04:14PM

TERESA J. BROWN, CLERK  
RECORDED BY: AMT

TOGETHER WITH the joint  
use access easement as set  
forth in said Deed Book 1099, page 1614]

RAINE & PERDUE, P.L.C.

ATTORNEYS AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

# TAX INFORMATION SHEET

CITY / COUNTY OF Franklin

TAX YEAR BEGINS: \_\_\_\_\_

TAX PAYABLE: ANNUALLY ☒ SEMI-ANNUALLY \_\_\_\_\_

PAYMENT DUE DATE (S) 12/5

DELINQUENT DATE (S) \_\_\_\_\_

**CURRENT ASSESSMENT** 2018 LAND BOOK (+ va. outdoors Foundation)  
Assessed Owner: Vesley W. Noff III

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Subdivision \_\_\_\_\_

Acreage 773.121994 - off Rt 642 - Foothills Rd

Property address, if available: 1559 Foothills Rd  
Callaway

Tax Map No. 58-90 Bill No. \_\_\_\_\_

Magisterial District Blackwater

Assessed Value:

Land 315,200 Improvements 54,600 Total 369,800

Land Use \_\_\_\_\_ Total \_\_\_\_\_

Annual Tax due (City/County) \$ 2,255.78 (PAID)

(Town, if applicable) \$ \_\_\_\_\_

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

Other Delinquencies \_\_\_\_\_

Supplemental/Rollback Taxes Assessed: \_\_\_\_\_

Remarks: → TAXES PAID THRU 2018



**Fidelity National Title**  
Insurance Company

**FIDELITY NATIONAL TITLE INSURANCE  
COMPANY**

Attn: Claims Department  
P.O. Box 45023, Jacksonville, Florida 32232-5023

**LOAN POLICY  
SCHEDULE A**

FILE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	POLICY NUMBER
FETA-1525	03/04/2015 @ 4:14 p.m.	\$1,000,000.00	8230746-93866484
ADDRESS REFERENCE:	1559 Foothills Road Callaway, Virginia 24067		
LOAN NUMBER:	020354581380		

1. Name of Insured:

Carter Bank & Trust, those successors and assigns included in the definition of "insured" as contained herein.

2. The estate or interest in the land which is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Wesley W. Naff, III

4. The Insured Mortgage and its assignments, if any, are described as follows:

Deed of Trust from Wesley W. Naff, III to Worth H. Carter Jr. and Clyde Perdue, Trustee(s), dated 03/04/2015 and recorded 03/04/2015 at 4:14 p.m. in the Clerk's Office of the Circuit Court for the County of Franklin, Virginia (in Deed Book 1059, Page 1176), to secure \$1,000,000.00.

5. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof.

6. This policy incorporates by reference those ALTA endorsements selected below:

- ☐ 4-06      ☐ 4.1-06      (Condominium)  
☐ 5-06      ☐ 5.1-06      (Planned Unit Development)  
☐ 6-06      (Variable Rate)  
☐ 6.2-06      (Variable Rate--Negative Amortization)  
☒ 8.1-06      (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None  
☒ 9.3-06      (Restrictions, Encroachments, Minerals)  
☐ 13.1-06      (Leasehold Loan)  
☒ 14.1-06-VA      (Future Advance-Notice)  
☐ 14.3-06      (Future Advance-Reverse Mortgage)  
☐ 22-06      (Location) The type of improvement is a \_\_\_\_\_, and the street address is as shown above.

Countersigned:

Authorized Officer or Agent  
FIRST EAGLE TITLE AGENCY, LLC

ALTA Loan Policy  
Schedule A - (Rev. 6/17/06)  
Form 1191-179VL



**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**LOAN POLICY**  
**Schedule A – Legal Description**

FILE NUMBER

**FETA-1525**

POLICY NUMBER

**8230746-93866484**

All that certain tract or parcel of land, situate, lying and being in the Blackwater Magisterial District, Franklin County, Virginia, fronting on Route 642 (Foothills Road), CONTAINING 1034.179 ACRES, according to plat of survey prepared by Compass Point Land Surveying, P.C., Ronald E. Yount, L.S., dated March 11, 2009, revised December 3, 2009, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 973, at Pages 217-220, with this reference being made for a more complete and particular description of the subject property and as a means of incorporation by this reference thereto.

ALTA Loan Policy  
Schedule A – Legal Description

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
LOAN POLICY  
SCHEDULE B – PART I**

FILE NUMBER

FETA-1525

POLICY NUMBER

8230746-93866484

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 Date of Policy.
2. Property is subject to agricultural use roll back taxes.
3. Terms, provisions, restrictions, conditions, covenants, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument appearing in Instrument of record in Deed Book 1024, Page 580, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.
4. Easement granted Lee Telephone Company by instrument dated November 1, 1972, recorded in Deed Book 285, Page 266.
5. Easement granted Appalachian Power Company by instrument dated October 5, 1973, recorded in Deed Book 293, Page 578.
6. Easement granted Appalachian Power Company by instrument dated October 12, 1973, recorded in Deed Book 293, Page 580.
7. Terms and conditions of Conservation Easement dated November 19, 2012, recorded in Deed Book 1024, Page 580.
8. Location of Old Daniels Run Road located on the insured premises.
9. Rights of others thereto entitled in and to the continued uninterrupted flow of the branch(es) and sulphur spring located on/crossing the insured premises.
10. Matters as shown and disclosed on plat of survey by Ronald E. Yount, L.S., recorded in Deed Book 973, at Pages 217 thru 220.



**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
LOAN POLICY  
SCHEDULE B – PART II**

FILE NUMBER

**FETA-1525**

POLICY NUMBER

**8230746-93866484**

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 these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

Deed of trust from Wesley W. Naff, III and Michele K. Naff to Larry A. Heaton, Trustee(s), dated November 8, 2002, filed for record in Deed Book 758, page 1975, to secure \$750,000.00. Original Noteholder as stated in deed of trust is Franklin Community Bank, N.A. Modification of Deed of Trust dated December 6, 2005, to increase secured amount to \$1,600,000.00, recorded in Deed Book 870 Page 727 and re-recorded in Deed Book 961, Page 2303. (SEE SUBORDINATION AGREEMENT RECORDED IN DEED BOOK 1059, PAGE 1190)



## *Fidelity National Title Insurance Company*

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### **OFAC Sanctions List Search**

Search Date & Time: 9/9/2025 4:09 pm

Order No.: 25-43238-R

Property Address: 1559 Foothills Road, Franklin County, Callaway, VA 24067 Foothills Road, Franklin County, Callaway, VA

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

**\*\*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*

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## *Fidelity National Title Insurance Company*

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### **OFAC Sanctions List Search**

Search Date & Time: 9/9/2025 4:09 pm

Order No.: 25-43238-R

Property Address: 1559 Foothills Road, Franklin County, Callaway, VA 24067 Foothills Road, Franklin County, Callaway, VA

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:

First Name: Wesley

Last Name: Naff, III

**\*\*NO MATCH FOUND\*\***

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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*

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