

# **REAL ESTATE BIDDER PACKET**

**Penn Hall Manor Auction**

**Date and Time of Auction:  
Thursday, December 2, 2021  
4:00 PM**

**Auction held:  
*Hotel Roanoke, 110 Shenandoah Ave. Roanoke  
VA, 24016***

**For further information, please contact  
Russell Seneff at 540-765-7733**



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

FRANKLIN COUNTY, VIRGINIA  
SMITH MOUNTAIN LAKE

**INSPECTION DATES:**  
**OCTOBER 23 & 24, NOVEMBER 6, 7 & 20**  
**FROM 1-4 PM.**

**750 PENN HALL ROAD**  
**UNION HALL, VA 24176**

# *The Manor at Penn Hall*

**DECEMBER 2 AT 4:00 PM**  
**Auction Event Held at Hotel Roanoke**  
**26 Acres - 658 feet of shoreline**

Appalachian Power and Franklin Real Estate have decided to offer their beloved Penn Hall Manor to the public. This cherished property will be offered with 26 acres and 658 feet of water frontage. The Penn Hall Manor was formerly owned by the Brown family and was known as the B-Bar-B Ranch. During these years the home acted as the nucleus of the farm. When Appalachian purchased the Penn Hall Manor, they made some wonderful improvements and used this property as a training center for a number of years. Now they are offering this property to you at auction. Come bid your price for this lovely home and acreage on Smith Mountain Lake.

  
**WOLTZ**  
**& ASSOCIATES**  
INC.  
REAL ESTATE BROKERS &  
AUCTIONEERS

VA #321

**BROKERS WITH PROSPECTS CALL FOR PRIVATE SHOWING INSTRUCTIONS**  
**RUSSELL SENEFF (540) 765-7733**  
**JIM WOLTZ (540) 353-4582**  
**(800) 551-3588 • WOLTZ.COM**

5% BUYER'S PREMIUM





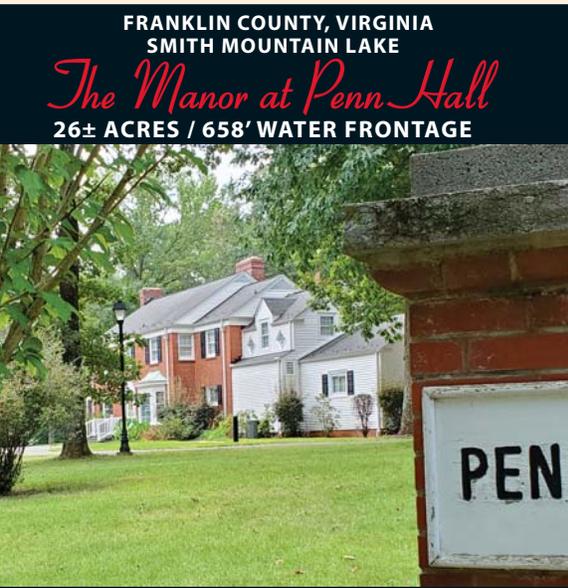
**ALSO BEING OFFERED DURING THIS EVENT 356 ACRES WITH 3.2 MILES OF LAKE FRONTAGE 36 PARCELS / 29 LAKEFRONT**



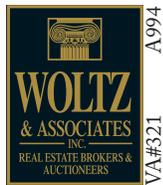
**BROKER PARTICIPATION**

Any broker actively licensed in the Commonwealth of Virginia whose agent properly registers the successful high bidder will be paid a two percent (2%) commission at settlement by the Seller. Registration must be on a Woltz & Associates, Inc. Broker Participation Application form and contain the name, address and signature of agent and prospect as well as a Broker's license number and Federal Tax ID number. The form must be received in the office of Woltz & Associates, Inc. by noon on December 1, 2021. If prospect attends preview, agent must attend with prospect. Additionally, agent must attend sale and co-register with prospect on auction day. Only the first broker to register the high bidder will be paid a commission. Agents acting as principals, on behalf of licensed real estate agents, on behalf of family members, on behalf of entities in which they hold an ownership interest or who represent prospects who have had prior contact with seller or auction company are not eligible. Only one registered bidder per agent.

Visit [woltz.com](http://woltz.com) for full terms and conditions of auction



FRANKLIN COUNTY, VIRGINIA  
SMITH MOUNTAIN LAKE  
*The Manor at Penn Hall*  
26± ACRES / 658' WATER FRONTAGE



Woltz & Associates, Inc.  
23 Franklin Road  
Roanoke, VA 24011  
[www.woltz.com](http://www.woltz.com)



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

(800) 551-3588  
DECEMBER 2 • 4:00 PM  
AUCTION EVENT HELD AT HOTEL ROANOKE  
WOLTZ.COM

**CURRENT OWNER - TAX No. 51-20-2**  
**APALACHIAN POWER CO.**  
 TITLE SOURCE  
 DB 267, PG 371

**TAX No. 51-20-3**  
**APALACHIAN POWER CO.**  
 DB 1109, PG 849  
 DB 1109, PG 860 (PLAT)

**NOTES:**  
 ALL IRON RODS SET ARE 5/8" REBAR.  
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.  
 THIS IS TO CERTIFY THAT A PORTION OF PROPERTY SHOWN HEREON IS LOCATED IN THE 100 YEAR FLOOD ZONE AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF MARYLAND SECURITY AND FIRE DIVISION, ZONE X & M, FROM PARCEL 0106702646, DATED 1/18/10  
 THIS IS TO CERTIFY THAT ON AUGUST 6, 2021, AN ACCURATE SURVEY WAS MADE OF THE PREMISES SHOWN HEREON AND THAT THERE ARE NO ENCUMBRANCES OR ENCUMBRANCE RIGHTS ON THE GROUND OTHER THAN THOSE SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME AND THAT THE MONUMENTS SHOWN ON THIS PLAT HAVE BEEN SET AND THEIR LOCATION HAS BEEN CORRECTED SHOWING THE SURVEY AS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE MONUMENT STANDARDS AND PROCEDURES AS ESTABLISHED BY THE VIRGINIA STATE SURVEYORS BOARD.



Now or Formerly  
**APALACHIAN POWER CO.**  
 DB 267, PG 371  
 TAX No. 51-20-1

Now or Formerly  
**FRANKLIN REAL ESTATE CO.**  
 DB 217, PG 28  
 TAX No. 51-19

Now or Formerly  
**FRANKLIN REAL ESTATE CO.**  
 DB 108, PG 602  
 TAX No. 51-20

**CORNERSTONE LAND SURVEYING, INC.**  
 250 SOUTH MAIN STREET  
 ROCKY MOUNT, VIRGINIA 24161  
 840-408-5690

**OWNER'S CERTIFICATE AND NOTARIZATION**

KNOW ALL MEN BY THESE PRESENTS that I, \_\_\_\_\_, Authorized Representative for Appalachian Power Company, owner of the property shown on this plat, do hereby certify that Robert C. Jeans surveyed and made this plat with my own free will and consent, and the entire 10.587 AC. tract of land as shown hereon is within the boundaries of a tract of land that was conveyed to Appalachian Power Company, by Deed recorded in Deed Book 1109, Page 849, Franklin County, and the old line shall be vacated as shown.

Appalachian Power Company  
 Authorized Representative

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_, a Notary Public in and for the aforesaid State do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_  
 Notary Public \_\_\_\_\_

REMAINING PROPERTY OF  
**APALACHIAN POWER CO.**  
 DB 1109, PG 849  
 DB 1109, PG 860 (PLAT)  
 TAX No. 51-20.3  
 111,068 ACRES (BY SURVEY)  
 -10,587 ACRES (BY SURVEY)  
 100,481 ACRES

10.587 ACRES  
 TO BECOME PART  
 AND PARCEL WITH  
 TAX No. 51-20.2

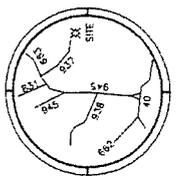
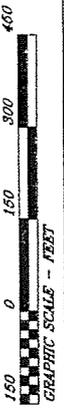
Now or Formerly  
**FRANKLIN REAL ESTATE CO.**  
 DB 108, PG 602  
 TAX No. 51-20

**APPROVAL**

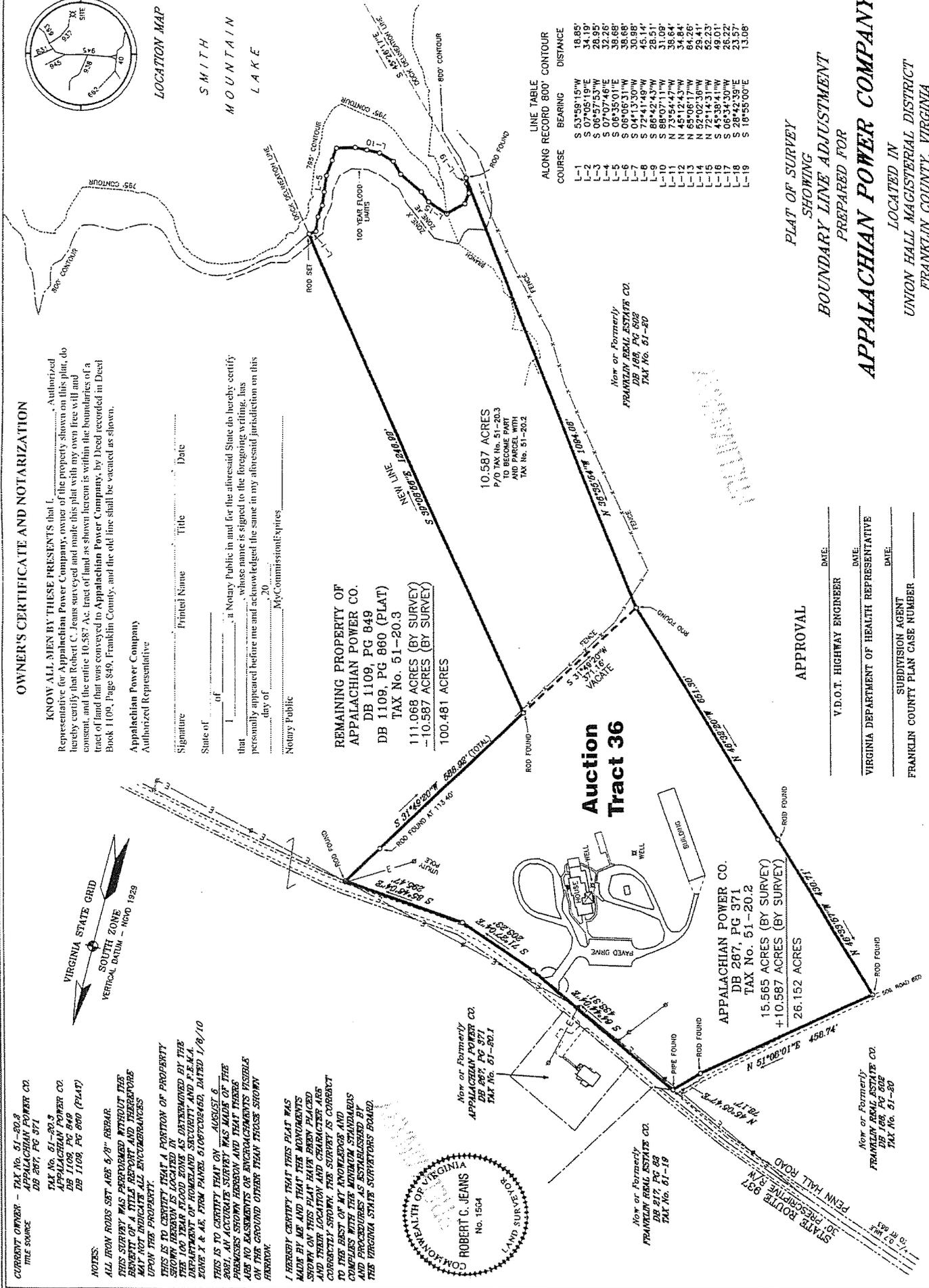
V.D.O.T. HIGHWAY ENGINEER  
 DATE: \_\_\_\_\_

VIRGINIA DEPARTMENT OF HEALTH REPRESENTATIVE  
 DATE: \_\_\_\_\_

SUBDIVISION AGENT  
 FRANKLIN COUNTY PLAN CASE NUMBER \_\_\_\_\_  
 DATE: \_\_\_\_\_



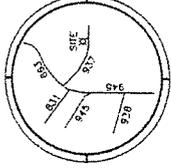
LOCATION MAP  
 SMITH MOUNTAIN LAKE



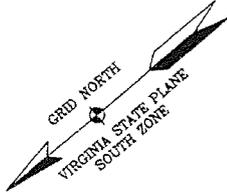
LINE TABLE

ALONG RECORD 800'	COURSE	BEARING	DISTANCE
L-1	S 53°59'15"W	18.85'	
L-2	S 07°05'19"E	34.19'	
L-3	S 06°57'53"W	20.95'	
L-4	S 07°07'46"E	32.25'	
L-5	S 06°35'01"E	38.68'	
L-6	S 06°06'31"W	30.96'	
L-7	S 04°13'30"W	50.96'	
L-8	S 65°42'43"W	28.51'	
L-9	S 88°07'11"W	31.09'	
L-10	N 73°54'47"W	35.64'	
L-11	N 45°12'43"W	34.84'	
L-12	N 65°06'17"W	84.26'	
L-13	N 52°02'35"W	29.41'	
L-14	S 45°38'41"W	49.01'	
L-15	S 06°34'30"W	26.22'	
L-16	S 28°42'39"E	23.57'	
L-17	S 19°55'00"E	13.08'	

PLAT OF SURVEY  
 SHOWING  
**BOUNDARY LINE ADJUSTMENT**  
 PREPARED FOR  
**APALACHIAN POWER COMPANY**  
 LOCATED IN  
 UNION HALL MAGISTERIAL DISTRICT  
 FRANKLIN COUNTY, VIRGINIA  
 AUGUST 6, 2021  
 SCALE 1" = 150'  
 FIELD BK 655, JOB No. 17355, DRAWING No. C-4338



LOCATION MAP



REMAINING PROPERTY OF  
 APPALACHIAN POWER COMPANY  
 DB 1109, PG 849  
 TAX No. 51-20.3  
 100.481 ACRES (BY SURVEY)  
 -3.081 ACRES (BY SURVEY)  
 97.400 ACRES

4.000 ACRES  
 APPALACHIAN POWER COMPANY  
 TAX No. 51-20.1

Auction  
 Tract 37

3.081 ACRES  
 P/O TAX No. 51-20.3

0.919 ACRE  
 TAX No. 51-20.1

**APPROVAL**

DATE: \_\_\_\_\_  
 V.D.O.T. HIGHWAY ENGINEER

DATE: \_\_\_\_\_  
 VIRGINIA DEPARTMENT OF HEALTH REPRESENTATIVE

DATE: \_\_\_\_\_  
 SUBDIVISION AGENT

FRANKLIN COUNTY PLAN CASE NUMBER \_\_\_\_\_



**CURRENT OWNER - TAX No. 51-20.1**  
 APPALACHIAN POWER COMPANY  
 DB 267, PG 371  
 DB 267, PG 376 (PLAT)

**TAX No. 51-20.3**  
 APPALACHIAN POWER COMPANY  
 DB 1109, PG 849  
 DB 1109, PG 860 (PLAT)

**NOTES:**  
 ALL IRON RODS SET ARE 8/8" REBAR.  
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.  
 THIS IS TO CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE AS DETERMINED BY THE DEPARTMENT OF ENVIRONMENT AND PLANNING FROM PLANS SUBMITTED DATED 1/9/2010.  
 THIS IS TO CERTIFY THAT THIS PLAT WAS MADE ON THE BASIS OF A SURVEY CONDUCTED BY THE SURVEYOR AND THAT THERE ARE NO ENCUMBRANCES OR INTERESTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREON.  
 I HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME AND THAT THE MEASUREMENTS SHOWN ON THIS PLAT HAVE BEEN PLACED AND THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN. THE SURVEY IS CONDUCTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MEASUREMENTS AND CALCULATIONS WERE ESTABLISHED BY THE VIRGINIA STATE SURVEYORS BOARD.

**OWNER CERTIFICATE & NOTARIZATION**

I, the undersigned do hereby certify that the re-subdivision as shown hereon, is with the free will and consent of Appalachian Power Company, and that the old lines as shown are to be vacated.

Appalachian Power Company  
 Authorized Representative:

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

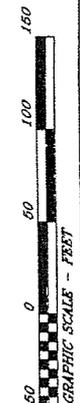
STATE OF \_\_\_\_\_ OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

**CORNERSTONE LAND SURVEYING, INC.**  
 250 SOUTH MAIN STREET  
 ROCKY MOUNT, VIRGINIA 24151  
 640-488-3500

PLAT OF SURVEY SHOWING  
**BOUNDARY LINE ADJUSTMENT**  
 PREPARED FOR  
**APPALACHIAN POWER COMPANY**  
 LOCATED IN  
 UNION HALL MAGISTERIAL DISTRICT  
 FRANKLIN COUNTY, VIRGINIA  
 NOVEMBER 1, 2021  
 SCALE 1" = 50'



**REAL ESTATE PURCHASE CONTRACT**  
TERMS SCHEDULE (For use with Auction Tracts 36 and/or 37)

Seller:           Appalachian Power Company ("Seller")

Buyer:           \_\_\_\_\_

Agent:           Schrader Real Estate and Auction Company, Inc., in cooperation with  
                    Woltz & Associates, Inc.

Escrow Agent:   WOODS ROGERS PLC

Bidder No.:     \_\_\_\_\_

Auction Tract No(s): \_\_\_\_\_

Name in which you would like to take title (if different from above)

County, State:   Franklin, Virginia

Bid Amount:     \_\_\_\_\_

+ 5% Buyer's Premium: \_\_\_\_\_

= Purchase Price: \_\_\_\_\_

Buyer's Deposit: (10% of Purchase Price) \_\_\_\_\_

Official Notices to Buyer:

Address:        \_\_\_\_\_

Phone:          \_\_\_\_\_

Fax:            \_\_\_\_\_

Email:          \_\_\_\_\_

WITNESS the following signatures:

**BUYER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_ (if applicable)

**BUYER'S AGENT (if any):**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**SELLER:**

APPALACHIAN POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:  
Authorized Signer

**AGENT ACKNOWLEDGES RECEIPT OF THE DEPOSIT ON THE DATE DENOTED BELOW:**

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. in cooperation with  
WOLTZ & ASSOCIATES, INC. (collectively, "Seller's Agents")

By: \_\_\_\_\_  
Jim Woltz, Broker

**ESCROW AGENT:**

WOODS ROGERS PLC

By: \_\_\_\_\_  
Print Name: Nicole F. Ingle, Principal

Date: December 2, 2021

## REAL ESTATE PURCHASE CONTRACT

*(This is a legally binding contract; if not understood, seek legal advice before signing.)*

**AGENCY DISCLOSURE:** This contract is made in connection with a public auction conducted by SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., in cooperation with WOLTZ & ASSOCIATES, INC. ("Seller's Agents") on behalf of Seller on December 2, 2021 ("Auction"). REAL ESTATE AGENTS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY AND FAIRLY.

The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check **either A or B** below.)

- A. \_\_\_\_\_ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. \_\_\_\_\_ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

**THIS REAL ESTATE PURCHASE CONTRACT** ("Contract") is made and entered into this 2<sup>nd</sup> day of December, 2021, between Seller, Buyer, and Agent.

**1. PURCHASE PRICE:** Buyer agrees to buy and Seller agrees to sell for the Purchase Price (which represents the high bid plus five percent (5%) Buyer's premium), ("Purchase Price"), that certain lot or parcel of land identified on Page 1 as the Tract Number(s) at the auction sale conducted on December 2, 2021, in accordance with the terms schedule set forth on Pages 1-2 hereof.

**Auction Tract(s)** more particularly described or shown on the attached Exhibit "A" with all appurtenances thereunto belonging (the "Property"). A complete legal description shall be furnished in the deed.

**2. BUYER'S DEPOSIT:** Buyer hereby deposits with the Seller's Agent the earnest deposit in the sum referenced on Page 1 ("Buyer's Deposit"), which is equal to ten percent (10%) of the Purchase Price, by cash or check upon the execution of this Contract, receipt of which is hereby acknowledged. Buyer's Deposit shall be transferred from the Seller's Agent to the Escrow Agent and then held by the Escrow Agent as provided herein or into the account of a settlement agent satisfactory to Seller. Buyer hereby agrees to waive any right of ownership or claim to any interest that may be earned on Buyer's Deposit held by the Seller's Agents or held by the Closing Agent in escrow.

**3. CLOSING:** The closing shall take place at the offices of the Escrow Agent, American Electric Power, or at such other place as the Buyer and the Seller may mutually agree. The closing shall take place no later than April 26, 2022 ("Closing" or "Closing Date"). The balance of the

purchase price shall be paid by the Buyer at Closing in the form of a Wire Transfer to the Escrow Agent's Account or into the account of a settlement agent satisfactory to Seller.

**4. CASH CONTRACT:** Buyer's performance under the terms of this Contract **IS NOT CONDITIONAL UPON FINANCING.** Failure to close for a financial reason will result in a forfeiture of Buyer's Deposit.

**5. SURVEY:** Prior to Closing, Seller will provide a new survey sufficient for the issuance of an owner's title insurance policy (the "Survey") to Buyer.

**6. REAL ESTATE TAXES:** Seller shall pay all delinquent taxes, including penalties and interest, all assessments and liens on the Property and all unpaid real estate taxes not yet due for years prior to Closing and a portion of such taxes for year of Closing prorated through date of Closing and based on a 365 day year and, if undetermined, on most recently available tax rate. Buyer shall be responsible for all taxes from the date of closing and thereafter. Buyer shall be responsible for paying for any increase in real estate taxes or additional tax assessments caused by or relating to Buyer's change in use of the Property, if applicable, after the date of closing.

**7. AUCTION TERMS:** Buyer agrees to comply with all Auction terms and conditions and announcements made on the Auction date. Buyer acknowledges receipt of the Bidder's Package on the Auction date and announcements made on the Auction date, which are incorporated into this Contract by reference.

**8. TITLE EXAM AND RECORDATION EXPENSES:** Seller has been provided a title commitment issued by the Title Company (the "Commitment") to Buyer, receipt of which is hereby acknowledged.

Seller shall provide:

- Title commitment
- Approved, certified survey
- Cost of preparation of the Special Warranty Deed
- Grantor's tax

Buyer shall provide:

- Title policy fees, if Buyer chooses to purchase an owner's title policy, or if Buyer's lender requires a lender's title policy (There will be no binding policy until the document has been completed and all premiums paid)
- Lender costs and fees
- Grantee's tax
- Special Warranty Deed recording fee

Except as provided herein, any other fees shall be borne by the party upon whose behalf such fees and charges may be incurred.

**9. FORFEITURE OF BUYER'S DEPOSIT AND INTEREST:** If Buyer shall fail to

comply with Buyer's obligations under this Contract, Buyer shall forfeit the Buyer's Deposit to Seller and the Property may be resold by auction or private sale. All expenses (including attorney's fees) and loss related to any resale or attempted resale shall be recoverable from Buyer. The forfeited Buyer's Deposit will be disbursed as follows: (i) Seller's Agents shall be reimbursed for all expenses of the sale; and (ii) the remaining portion, if any, shall be divided equally between Seller's Agents and Seller.

**10. CONVEYANCE:** The Property shall be conveyed by a Special Warranty Deed, substantially in the form attached hereto as Exhibit "B" (the "Deed"), conveying marketable title to Buyer or Buyer's nominee, subject to the terms and conditions of said Special Warranty Deed, all existing public highways and streets, easements, covenants, conditions, reservations and restrictions, if any, whether or not of record, and to all zoning and other governmental regulations, restrictions, and non-delinquent real estate taxes and assessments and to such state of facts as an examination of the Property and/or accurate survey would reveal. Please see the title commitment for your tract for the specific documents that apply.

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

**12. 1031 EXCHANGE:** If this Property is being purchased as part of an Internal Revenue Code Section 1031 tax deferred exchange (the "Exchange"), please indicate by initialing below. If this is Buyer's intent, the rights and obligations of Buyer under this Contract may be assigned to facilitate the Exchange. Seller agrees to reasonably cooperate with Buyer and any assignee of Buyer to enable Buyer to qualify for the Exchange; provided that such cooperation shall not require Seller to incur any additional costs or liability and that Seller shall be able to realize all intended benefits of this Contract.

Buyer's Initials – Yes \_\_\_\_\_  
Buyer's Initials – No \_\_\_\_\_

**13. MANAGEMENT OF DEPOSIT:** Buyer and Seller hereby agree that:

(a) The terms contained in Paragraph 9 hereof shall govern the actions of the Escrow Agent with respect to the disposition of the funds held on deposit and in escrow by Escrow Agent.

(b) The Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct.

(c) In the event of any disagreement or dispute between the parties as to the funds held on deposit, by the Escrow Agent, the Escrow Agent may refuse to comply with instructions and/or claims until one of the following occur: (i) said dispute has been settled between the parties and joint, written instructions are delivered to Escrow Agent by said parties, or (ii) said dispute has been settled by a court of competent jurisdiction.

**14. ENTIRE AGREEMENT:** This Contract, including all exhibits, contains the complete understanding between the parties concerning the transaction herein contemplated and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations and negotiations, whether oral or written, with respect to their subject matter. The parties stipulate that there are no representations with respect to the transaction herein contemplated except those representations specifically set forth in this Contract and the documents signed or delivered in connection with this Contract.

**15. SEVERABILITY:** Each clause, paragraph and provision of this Contract is entirely independent and severable from every other clause, paragraph, and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Contract is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Contract which will remain and continue in full force and effect. In all other respects, all provisions of this Contract will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

**16. NO WAIVER:** The terms, covenants, representations, warranties or conditions of the Contract may be waived only by a written instrument executed by the party waiving compliance. The failure or delay of any party to this Contract at any time to demand performance, to enforce any provision of this Contract or to exercise any right or power granted under this Contract will not be construed as a waiver of such provision and will not affect the right of any party to this Contract to enforce each and every provision of this Contract in accordance with its terms. Any waiver of a breach of any part of this Contract will not operate as or be construed as a waiver of any subsequent breach of any rights, which any party may have otherwise.

**17. FAIR HOUSING:** Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, the Seller's Agents have the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, sex, age, familial status or handicap.

**18. PARAGRAPH HEADINGS:** The paragraph headings contained in this Contract are for the convenience of the parties only and shall in no manner be construed as a part of this Contract

or used in the construction or interpretation hereof.

**19. GOVERNING LAW:** This Contract shall be interpreted and construed and governed in accordance with the laws of the Commonwealth of Virginia, and subject to the terms and conditions of the Federal Power Act and orders issued thereunder.

**20. MEDIATION:** In the event a dispute should arise pertaining to this Contract and/or its meaning or the obligations of the parties, before either party seeks relief from the courts, the parties shall submit all issues in disagreement to a mediator, who shall attempt to resolve the conflict.

**21. EXHIBITS:** All exhibits are expressly made a part of this Contract. The following Exhibits have been attached and made a part of this Contract:

- Exhibit "A" – Plat of Property
- Exhibit "B" – Special Warranty Deed
- Exhibit "C" – Notice to Bidders
- Exhibit "D" – Declaration of Restrictive Covenants
- Exhibit "E" – Lead Paint Disclosure and Residential Property Disclosure
- Exhibit "F" – Lease (Tract 37 only)

**22. NOTICES:** Electronic delivery is the preferred method of communication as many of the Parties are working remotely pursuant to CDC guidelines. All notices or other communications required or permitted hereunder shall be deemed to have been delivered as follows: (i) upon delivery, if personally delivered to another party; (ii) upon delivery via e-mail transmission; and (iii) one (1) business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery, subject to tracking validation. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing to the following:

To Seller:

APPALACHIAN POWER COMPANY  
Real Estate Asset Management – Attn: Michael Williams  
1 Riverside Plaza, Floor 16  
Columbus, Ohio 43215  
Phone: 740-962-1214  
Email: cmwilliams@aep.com

To Seller's Agents:

SCHRADER REAL ESTATE & AUCTION CO., INC.  
Attn: Rex D. Schrader II  
PO Box 508  
Columbia City, IN 46725  
Phone: 260-244-7606

Phone: 800-451-2709  
Email: RD@schraderauction.com

WOLTZ & ASSOCIATES, INC.  
Attn: Jim Woltz and Attn: Kara Ferguson  
23 Franklin Road  
Roanoke, VA 24011  
Phone: 540-342-3560  
Email: [jim@woltz.com](mailto:jim@woltz.com) and Email: [kara@woltz.com](mailto:kara@woltz.com)

To Escrow Agent:

WOODS ROGERS PLC  
Attn: Nicole Ingle, Esq.  
P.O. Box 14125  
Roanoke, VA 24038-4125  
Phone: 540-983-7600  
Email: [ningle@woodsrogers.com](mailto:ningle@woodsrogers.com)

All notices to Buyer shall be delivered to the address on the Terms Schedule, Pages 1-2 hereof.

**23. BINDING AGREEMENT:** This Contract shall be binding upon and shall inure to the benefit of the parties of the Contract and their respective heirs, executors, successors and assigns.

**24. ATTORNEYS' FEES:** In the event of any action at law, in equity, arbitration or otherwise between the parties in relation to this Contract the non-prevailing party, in addition to any other sums which such party shall be required to pay pursuant to the terms and conditions of this Contract, at law, in equity, arbitration or otherwise shall also be required to pay to the prevailing party all costs and expenses of such litigation, including reasonable attorneys' fees.

**25. ASSIGNMENT:** Seller reserves the right to assign this Contract prior to Closing. This Contract shall not be assignable by Buyer without written consent of Seller, which consent shall not be unreasonably withheld.

**26. AMENDMENTS:** This Contract may not be changed or amended, in whole or in part, without the written agreement of all parties to this Contract.

**27. COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which shall be determined to be an original, and which shall constitute one and the same Contract.

**28. SUCCESSORS:** The terms, covenants and conditions of this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

**29. SIGNATURES:** The parties agree that all facsimile signatures or signatures received via electronic mail format (pdf) shall be deemed original signatures in connection with this Contract and all exhibits and related documents.

**30. TIME: Time is of the essence for this Contract.**

**31. MISCELLANEOUS:** The use of the singular herein shall be deemed to include the plural and the masculine gender shall include the feminine and neuter.

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

**33. LEASE:** If this Contract includes Tract 37, then Buyer agrees to lease Tract 37 to Seller for twelve (12) months post-closing with an option for Seller to extend such lease term for an additional six (6) months for monthly rental of \$750 per month during the entire term and otherwise on the terms and conditions set forth in a form lease attached hereto as Exhibit F.

**34. DECLARATION:** Buyer agrees the Property will be subject to the Declaration of Restrictive Covenants which will be recorded prior to the deed for the Property and will be in substantially the form attached hereto as Exhibit D. Notwithstanding the foregoing, said Declaration shall not apply if the same purchaser buys Tracts 36 and 37.

[End of Real Estate Purchase Contract; signatures and essential terms are on Pages 1 and 2 hereof; Exhibits A-F follow.]

Exhibit A  
Plat of Property

Plat of property referenced in the attached Real Estate Purchase Contract. Said lands are located in Franklin County, Virginia and known as the Tract number(s) referenced on the Terms Schedule of this Contract.

Exhibit B

*This Document Was Prepared By and Return To:*

*Nicole Ingle, VSB #66345  
Woods Rogers PLC  
P.O. Box 14125  
Roanoke, VA 24038-4125*

*Tax Map Reference No.:*

*Title Insurance Underwriter:*

*Consideration:\$ \_\_\_\_\_*

*Assessed Value:\$ \_\_\_\_\_*

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **APPALACHIAN POWER COMPANY**, a Virginia corporation, having an office at 1 Riverside Plaza, Columbus, Ohio 43215, Grantor, and \_\_\_\_\_, a [limited liability company, individual, corporation], having a tax mailing address at \_\_\_\_\_, Grantee.

WITNESSETH

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

Lot \_\_\_\_ as shown on the plat entitled "Plat Prepared For: Appalachian Power Company, Union Hall District, Franklin County, Virginia," dated \_\_\_\_\_, prepared by \_\_\_\_\_, Virginia Certified Land Surveyor No. \_\_\_\_\_ (the "Plat"), a copy of which is recorded in the Clerk's Office of the Circuit Court for Franklin County, Virginia, in Deed Book \_\_\_\_, Page \_\_\_\_ (the "Property");

BEING a part of the lands conveyed to Appalachian Power Company by Deed dated \_\_\_\_\_, of record in Deed Book \_\_\_\_, page \_\_\_\_, in the Office of the Clerk of the Circuit Court of Franklin County, Virginia; and

SUBJECT TO that certain Flowage Right and Easement Deed conveyed to Appalachian Power Company by The Franklin Real Estate Company (now Franklin Real Estate Company – Grantor herein) dated \_\_\_\_\_, and recorded in the Office of the Circuit Court of Franklin County, Virginia, in Deed Book \_\_\_\_, Page \_\_\_\_ [and/or SUBJECT TO those certain flowage and other rights set forth in those certain deeds dated \_\_\_\_\_, and recorded in the Office of the Circuit Court of Franklin, County, Virginia, in Deed Book \_\_\_\_, Page \_\_\_\_] (the "Flowage Easement").

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

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

This deed is further made subject to all of the terms and conditions of that certain license issued under date of December 15, 2009, by the Federal Energy Regulatory Commission to Appalachian for Smith Mountain Project No. 2210 (the "Project"), and to any renewal, amendment, or extension thereof, or to any new license issued to Appalachian, authorizing the operation of a dam and hydroelectric generating station on the Roanoke River, and to any orders or regulations of the Commission pertaining thereto, including but not limited to any orders pertaining to any Shoreline Management Plan of Appalachian for the Project, and to any applicable state laws and regulations.

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

1. The Flowage Easement affecting all lands lying below the Contour Line 800 abutting the lands described herein. Any and all riparian and/or water rights in and to the Roanoke and Blackwater Rivers, all right, title and interest in and to the bed, water and creeks of said river, and all islands in said river adjacent to the above described parcel of land are excepted and reserved by Grantor. By acceptance of this grant, Grantee acknowledges and agrees that before installing any boat dock, rip-rap, or seawall, or installing any other improvement upon the lands lying below the Contour Line 800: (1) it must comply with applicable zoning and land use regulations of Franklin County and the Commonwealth of Virginia; and (2) it must obtain a permit from Appalachian for any proposed improvements upon, or other use of, Appalachian's Flowage Easement lands, prior to commencement of any construction or use thereof by Grantee, or Grantee's successors or assigns. By acceptance of this grant, Grantee acknowledges and agrees not to cut or remove any trees located below the Contour Line 800 abutting the lands described herein, except as permitted under the applicable Shoreline Management Plan of Appalachian.

2. The right to overflow and/or affect so much of the land described herein, and so much of the land upon which access rights are herein granted, as may be overflowed and/or affected continuously or from time-to-time in any manner whatsoever, as a result of the construction, existence, operation, and/or maintenance of the aforesaid dam and hydroelectric generating station, the impounding of the waters of said river and tributaries, and the varying of the level of the so impounded waters by reason of the operation of said dam and hydroelectric station.

3. The right to use any roads now or hereafter constructed upon the above described parcel of land, and the right to construct and use additional roads at reasonable locations upon and across the said parcel of land, for ingress and to egress from the adjoining and adjacent parcels of real estate now or hereafter owned by Appalachian, its successors and assigns.

4. The right and easement to construct, operate, maintain, inspect, renew and remove an electric power line or lines, with all necessary poles, guys, anchors, wires and fixtures, upon and over the above described parcels of land; together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line; also the right of ingress and egress to and from and over said premises for the enjoyment of the rights herein reserved. It is further understood and agreed that Grantee will place no building or other structure within the right-of-way and easement herein reserved.

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

1. That no claim or demand for injury or damages will be made by Grantee against Appalachian or Grantor, or their successors or assigns, for any effect or result whatsoever which the construction, operation or maintenance of the aforesaid dam and/or hydroelectric generating station, or the impounding of the waters of the Roanoke and Blackwater Rivers or their tributaries or the operation of the Smith Mountain Project, may now or hereafter in any manner cause or produce to, upon or concerning the parcel of land hereby conveyed, or any use made thereof by Grantee, and Grantee shall and will indemnify and save Appalachian and Grantor free and harmless from and against any such claim or demand;
2. That Grantee and Grantee's successors and assigns, will not cause, permit or suffer any garbage, sewage, refuse, waste or other contaminating matter to be cast, drained or discharged from the above described parcel of land onto the portions of said premises below the contour 800' elevation or onto or into any of the other lands or waters referred to above or directly or indirectly into the impounded waters of the Roanoke and Blackwater Rivers or their tributaries;
3. That Grantee and Grantee's successors and assigns, will take all reasonable precautions to ensure that any use made of the lands described herein, and of the lands abutting the lands described herein which lie below the Contour Line 800, as authorized herein, including the construction, operation and use of piers and boat docks, will occur in a manner that will protect and enhance the scenic, recreational, and environmental values of the Smith Mountain Hydroelectric Project;
4. That the Property is zoned as A-1 Agricultural, pursuant to the Franklin County Zoning Ordinance (the "Ordinance") and shall be subject to such applicable zoning regulations as are now or hereafter imposed by the Ordinance. Furthermore, should any portion of the Property which abuts the Project Boundary be used for pasture or for the housing or raising of any livestock or farm animals, such will be fenced so as to prevent their trespass on the Project.

And it is further covenanted and agreed by Grantee for Grantee and Grantee's successors and assigns, that the above covenants and agreements shall attach to and run with the Property, and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time, by Grantor or Appalachian, or its or their respective successors and assigns.

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



WITNESS the following signatures and seals:

APPALACHIAN POWER COMPANY,  
a Virginia corporation

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

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

The foregoing Deed was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by P. Todd Ireland, Manager, Real Estate Asset Management, American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

NOTARY AFFIX SEAL

Exhibit C

I/We acknowledge to have read this exhibit and agree to these auction conditions.  
(Buyer's initials)

NOTICE TO BIDDERS

DATE: December 2, 2021

OWNER: Appalachian Power Company

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., in cooperation with WOLTZ & ASSOCIATES, LLC ("Seller's Agents") welcome you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. Bidding will remain open on individual tracts and all combinations until the close of the Auction. You may bid on any tract, a combination of tracts or the entire property. Bidding will be on a lump sum basis.
3. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING so be sure you have arranged financing, if needed, and that you are capable of paying cash at closing.
4. Minimum bids are at the discretion of the auctioneer.
5. Seller's representative is present and we anticipate that the top bids at the close of the auction will be accepted. The Auction is subject to a total combined reserve and the final bids are subject to Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

1. A five percent (5%) Buyer's Premium will be added to the "high bid" to obtain the total contract purchase price (the "Purchase Price").
2. A ten (10%) Earnest Money Deposit is required at the close of the Auction based on the Purchase Price. The Escrow Money Deposit can be made at the close of the Auction by a certified or banker's cashier's check, personal check or corporate check, immediately negotiable, and made payable to WOLTZ & ASSOCIATES, LLC. The Escrow Money Deposit may also be made by wire transfer on the day following the Auction. The Buyer will pay the \$25 wire fee if Buyer elects to pay by wire transfer. Following the Auction, Seller's Agent shall remit the Deposits to WOODS ROGERS PLC, in anticipation of Closing.

3. The closing shall take place no later than April 26, 2022.
4. At closing, Seller will furnish and deliver a Special Warranty Deed conveying the property to Buyer in accordance with and subject to the terms of the Real Estate Purchase Contract in your Bidder's Packet.
5. Preliminary title commitments have been provided by Seller's title company, and are available for your review prior to bidding. Purchase of an owner's title insurance policy will be at Buyer's discretion and cost. The full extent of Seller's interest in the real property will be disclosed in the title commitment and will also be reflected in the deed.
6. The title will be conveyed and will be issued free and clear of liens (except current taxes), but subject to all easements and other matters appearing of record and subject to all other matters which are permitted as title exceptions in accordance with the Real Estate Purchase Contract in your Bidder's Packet.
7. Without limiting the foregoing provision, Buyer agrees to accept the title and survey subject to and notwithstanding the following matters:
  - (a) Any existing easement or reservation for electric transmission or distribution lines.
  - (b) Any variation between a deeded boundary line and any existing fence line.
  - (c) Any other matter shown in the pre-auction survey drawings.
8. Seller will pay all unpaid real estate taxes through the date of closing. Buyer will be responsible for all taxes thereafter. Buyer shall be responsible for paying for any rollback taxes or other increase in real estate taxes or additional tax assessments caused by or relating to Buyer's change in use of the Property, if applicable, after the date of closing.
9. The possession of the property shall be delivered to Buyer at closing.
10. The balance of the Purchase Price is due by Wire Transfer at closing per the Real Estate Purchase Contract. Buyer shall pay any and all lender's fees and closing fees arising from Buyer's financing.
11. A new survey drawing and legal description has or will be provided at Seller's cost.
12. Your bids are to be based solely upon your inspection. All real estate is sold "AS IS-WHERE IS" and without representation or warranty of any kind including, without limitation, warranties of suitability for a particular purpose, warranties relating to the title, zoning, structural integrity, physical condition, or environmental condition of all or any part of the Property. Seller, Seller's Agents, and Escrow Agent do not warrant any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water and septic permits, or that the property qualifies for any specific use or purpose.
13. Franklin Real Estate Company granted Appalachian Power Company (or Appalachian Power Company Retained) a Flowage Easement, pertaining to such lands lying below the

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

14. All real estate is being sold subject to any existing recorded easements, specifically including, but not limited to those certain Flowage Rights and Easements granted by The Franklin Real Estate Company (now Franklin Real Estate Company) to Appalachian Power Company dated September 1, 1961, and November 1, 1962, of record in the Office of the Circuit Court of Franklin County, Virginia. Copies are available in the Information Area.
15. All real estate is being sold subject to the terms and conditions of that certain license issued under date of December 15, 2009, by the Federal Energy Regulatory Commission to Appalachian Power Company, for Smith Mountain Project No. 2210, and to any renewal, amendment, or extension thereof, or to any new license issued to Appalachian Power Company, authorizing the operation of a dam and hydroelectric generating station on the Roanoke River, and to any orders or regulations of the Commission pertaining thereto, including but not limited to any orders pertaining to any Shoreline Management Plan of Appalachian Power Company for the project, and to any applicable state laws and regulations. Copies of the License are available in the Information Area.
16. All real estate is being sold subject to any existing recorded easements, specifically including, but not limited to those certain Rights of Way & Easements granted to Appalachian Power Company, of record in the Office of the Circuit Court of Franklin County, Virginia. Copies are available in the Information Area.
17. Buyer shall be granted the right and non-exclusive easement to cross over Appalachian Power Company's lands below said "Contour Line 800" as shown on the survey plat (the "Project Boundary") to reach the impounded waters of Smith Mountain Lake. However, any and all uses and occupancy of lands below said "Contour Line 800" shall be deemed to be made under a revocable license and not adverse to any right, title, interest or privilege of the Seller or Appalachian Power Company, as more fully set forth in the Special Warranty Deed which is Exhibit B to the Real Estate Purchase Contract.
18. Auction Tracts 36 and 37 are subject to a Declaration of Restrictive Covenants, which will be recorded, prior to the Deeds.

19. At the close of the Auction, Buyer(s) will be required to execute a Real Estate Purchase Contract and initial or execute exhibits and addendums (the "Contract"). The Contract is available for your review in your Bidder's Packet. The terms of the Contract and addendum(s) are non-negotiable. You will be closing on the tract or a combination of tracts on which you are the successful bidder in the manner in which you bid at the Auction.
20. Seller's Agents and their representatives are the exclusive agent of Seller.
21. Tract 37 is subject to a Lease of the entire tract to Appalachian Power Company for 12 months with an option to extend for another 6 months on the terms set forth in Exhibit F to the Real Estate Purchase Contract.

We have posted in the Auction Information Area the boundary surveys for the entire area to be auctioned and other exhibits, addendums and documents. Please review. Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER  
PRIOR TO OR DURING THE AUCTION  
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

**DECLARATION OF RESTRICTIVE COVENANTS**

Tracts 36 & 37

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, before which time said Covenants may be extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the Tracts has been recorded, agreeing to change said Covenants in whole or in part, except as provided in Section 2.
2. No structure of a temporary character will be permitted, including mobile homes. RVs, or other barns or outbuildings shall not be used as a temporary residence. Temporary tents, canopies, or awnings erected for special events are permitted, provided those structures are removed within a reasonable time frame after the event. This Section 2 shall not prevent any owner from occasionally using a tent, camper or RV as shelter; however, such use of a tent, camper or RV shall be permitted for temporary noncontinuous use.
3. All trash, garbage, and waste shall be kept in sanitary containers out of view of neighboring homes, except during the hours of collection.
4. No boats, RVs, tractor-trailers, non-operating or unlicensed vehicles, or machinery may be kept on any lot except in an enclosed garage, auxiliary building or out of view of neighboring homes.
5. For tracts or combinations of tracts with more than five contiguous acres of open, cleared land, horses will be permitted, and only one animal is permitted for every two acres of open, cleared ground, to limit overgrazing.
6. Acceptable exterior construction materials are wood, brick, stone, stucco, HardiePlank siding and high-quality vinyl; chimneys and fireplaces must be stone or brick. No exposed concrete or block foundations will be acceptable. A 7/12 roof pitch for conventional construction. This would not apply to contemporary construction.
7. Any further subdivision of these tracts must be in accordance with Franklin County requirements. Any tracts created by re-subdivision shall be subject to these Covenants.
8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Buyer acknowledgement:

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

Exhibit F

DEED OF LEASE

This DEED OF LEASE (this "Lease") is hereby made this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between \_\_\_\_\_ hereinafter called "Lessor" and APPALACHIAN POWER COMPANY, a Virginia corporation, hereinafter called "Lessee".

1. PREMISES

Lessor hereby leases to Lessee that certain real property consisting of 4 acres (the "Land") as shown or described on **Exhibit A** attached hereto and incorporated herein by reference and any and all buildings and other improvements located on the Land (the "Building" and together with the Land, the "Premises").

2. TERM

The initial term of this Lease shall be for a period of twelve (12) months beginning on the Effective Date and ending on the date that is twelve (12) months thereafter ("Initial Term"), provided that, Lessee, at its sole option, may extend the term of this Lease by six (6) additional months by giving notice to Lessor prior to the end of the Initial Term. Unless otherwise expressly provided, "Term" shall include the Initial Term and any extension thereof. Notwithstanding anything to the contrary herein, Lessee will have the right to terminate this Lease at any time during the term hereof by giving at least ninety (90) days prior written notice thereof to Lessor.

3. RENT

Lessee shall pay as rent for the Premises the sum of \$750 per month payable in advance of each month for the Term.

4. DESCRIPTION OF THE USE OF THE LEASED PREMISES

Lessee shall be permitted to use the Premises for any lawful purpose.

5. MAINTENANCE AND ALTERATIONS

Lessor will pay for all necessary and reasonable repair and maintenance work on the Premises. Lessee may, at its expense, make any alterations, additions, improvements and changes to the Premises as it may deem necessary or desirable in the operation of its business. Lessor and Lessee shall, at all times, keep the Premises and all improvements on the Premises free from any liens arising out of any work performed, material furnished or obligations incurred or permitted by such party.

6. CONDITION OF THE PREMISES UPON COMMENCEMENT OF LEASE AND UTILITIES

Lessor has made no representation or warranty, either expressed or implied or for the fitness of the Premises for any particular use. Lessee acknowledges that it has fully investigated and is familiar with the size, dimensions, and physical condition of the Premises.

Lessee shall pay when due directly to the provider the cost of all utilities and utility services relating to Lessee's use of the Premises, including, but not limited to, all charges for water, sewer, septic, gas, heat, air conditioning, power, telephone, and other services.

7. TAXES AND ASSESSMENTS:

Lessor shall pay all real estate taxes and assessments on the Premises during the Term to avoid any delinquency in such payment.

8. RIGHT-OF-WAY

Lessor hereby grants to the Lessee a nonexclusive right-of-way at all times during the Term of this Lease extending from the public streets to the Premises. Lessor shall be responsible for maintaining any right-of-way.

9. CONDEMNATION

If all of the Premises is taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise ("Total Condemnation"), this Lease shall terminate as of the date when possession of the Premises is acquired by the condemning authority. If only a part of the Premises is taken by any condemning authority under the power of eminent domain or under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise ("Partial Condemnation"), and if Partial Condemnation results in an interference with the operation of the business operations of Lessee on the Premises which is so substantial as to render, in the reasonable opinion of Lessee, its further operation at the Premises for any number of reasons impractical, Lessee shall have the option to terminate this Lease by giving notice to that effect to Lessor within forty-five (45) days following the date of any Partial Condemnation, in which event the Lease shall terminate as of the date when possession of that portion of the Premises taken is acquired by the condemning authority.

In the event of a Partial Condemnation and if this Lease is not thereupon terminated pursuant to the provisions of this section, this Lease shall continue in full force and effect, provided that rent due hereunder shall be abated in an amount proportionate to the portion of the Premises taken in connection with the Partial Condemnation.

In the event of Total or Partial Condemnation, Lessor and Lessee shall be entitled to share in the appropriation award or condemnation proceeds paid by the condemning authority in accordance with their loss and damage.

## 10. INDEMNIFICATION

Lessor shall indemnify and save Lessee harmless from and against any and all loss, claims, liability, damage, penalty or fine for injuries to or death of persons or damage to property of any kind whatsoever sustained in, on or upon the Premises, resulting from the negligence or acts or omissions of Lessor, its agents, employees or contractors, or arising from or related to any failure by Lessor to comply with the covenants contained herein and/or all laws, statutes, ordinances and other governmental regulations now existing or hereafter enacted.

Lessor shall maintain insurance coverage for any damage to the structure of the building.

## 11. DESTRUCTION OF THE PREMISES

In the event of the destruction of the Premises, this Lease shall terminate, although the Lessor shall be responsible for damages under Section 10, Indemnification, if applicable.

## 12. DEFAULT

In the event that Lessee fails to pay the rent provided herein within fifteen (15) days after written notice from the Lessor that the rent remains unpaid or Lessee fails to correct any other violation of the material terms of this Lease after thirty (30) days written notice of such violation (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, Lessee will not be in default hereunder if Lessee commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), the Lessor may at its option terminate this Lease.

If Lessor fails to keep or perform any of its obligations under this Lease, then Lessor shall be in default under the terms of this Lease, and Lessee may exercise any or all of the following remedies: (i) terminate this Lease, vacate the Premises and be relieved from all further obligations under this Lease; and/or (ii) cure such default of Lessor by performing the relevant obligations of Lessor on Lessor's behalf, in which case Lessor shall reimburse Lessee, within thirty (30) days of receiving an invoice from Lessee for such costs; and/or (iii) avail itself of any other remedy provided herein or available at law or in equity. If Lessee elects to cure under clause (ii) hereinabove and is not reimbursed in full for its costs within thirty (30) days of its delivery of an invoice to Lessor, Lessee may offset the amount of such unreimbursed costs against the rent due and payable under this Lease.

## 13. ASSIGNMENT AND SUBLETTING

During the term of this Lease, Lessee may not assign or sublease this Lease without written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee may assign or sublease this Lease to an affiliate of Lessee by providing Lessor written notice.

## 14. NO WAIVER

No failure by a party to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by such party of any rent or other payment accruing before or after any default, shall affect or constitute a waiver of such party's rights to exercise that

option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default. Notwithstanding anything to the contrary, neither party will be responsible to the other for any special, indirect, incidental, consequential or punitive damages.

15. QUIET POSSESSION

Lessor represents and warrants to Lessee that Lessee shall have quiet and peaceful possession of the Premises throughout the term of this Lease, provided that Lessee is not in default hereunder.

16. MEMORANDUM OF LEASE

The parties hereto shall enter into a Memorandum of Lease which may be recorded of public record in the county where the Premises are situated by either party hereto at the sole cost of the recording party.

17. NOTICES

Any notice or request required or desired to be given to either party shall be in writing and shall be deemed given when delivered personally or by messenger to that party's address below, when deposited in the United States mail, first-class, postage prepaid or when sent by facsimile (upon verification by the sender's equipment of successful delivery), addressed to that party at such address, or at such other address as that party may have designated from time to time in notice to the party giving notice, provided, however, that all rent and all notices to Lessor hereunder shall be directed to:

Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee: APPALACHIAN POWER COMPANY  
Real Estate Asset Management  
Attn: Michael Williams  
1 Riverside Plaza, Floor 16  
Columbus, Ohio 43215  
Phone: 740-962-1214  
Email: [cmwilliams@aep.com](mailto:cmwilliams@aep.com)

18. REAL ESTATE BROKERS

Lessor and Lessee each represents that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease. Lessor and Lessee know of no real estate broker or agent who is entitled to a commission in connection herewith.

19. PLURALITY AND GENDER

Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, the masculine gender shall include feminine and neuter genders and vice versa.

20. INTERPRETATION

The headings or titles to the sections of this Lease are not a part of this Lease and will have no effect upon the construction or interpretation of any provision of this Lease.

21. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

22. BINDING EFFECT

The terms and provisions of this Lease bind and inure to the benefit of the successors and assigns of Lessor and Lessee.

23. INVALIDITY OF PROVISIONS

If any provision of this Lease is deemed to be invalid or illegal by the entry of a final judgment from a court of competent jurisdiction, which judgment is not subject to appeal, then this Lease shall continue in full force and effect with respect to its remaining provisions as if the invalidated provision had not been contained herein.

24. GOVERNING LAW

This Lease will be construed and governed by the applicable laws of the State where the Premises is located, and any action must be brought in the judicial district (federal or state) where the Premises are located.

25. EXHIBITS AND ADDENDA

All Exhibits and Addenda attached hereto are incorporated herein by this reference and made a part hereof.

26. COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which will for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument. This Lease may be executed by facsimile or email (portable document format or pdf) and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Lease by signing any such counterpart.

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

**LESSOR:**

\_\_\_\_\_

**LESSEE:**

APPALACHIAN POWER COMPANY,  
a Virginia corporation

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

**Auction Tract 36**

DocuSign Envelope ID: 6984A9EA-4DAA-4041-8CCB-DC600D5D44CD

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure applies to the property(ies) located at: 750 Penn Hall Rd, Union Hall, VA 24176-3729

**Seller's Disclosure (initial)**

(a) Presence of lead-based paint and/or lead-based hazards (check (i) or (ii) below):

(i)  <sup>DS</sup> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

<sup>PTI</sup>

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check (i) or (ii) below):

(i)  Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

<sup>DS</sup>

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e)  Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:		11/9/2021	
<u>P. Todd Ireland</u>		_____	
Seller	Date	Seller	Date
Appalachian Power Company			
_____		_____	
Purchaser	Date	Purchaser	Date
_____		_____	
Agent	Date	Agent	Date
<u>Russell Seneff</u>	<u>11/9/21</u>	_____	_____
Russell Seneff	Date	Agent	Date
Revised 7/2016			



## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.  
Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

750 Penn Hall Rd, Union Hall, VA 24176-3729

PROPERTY ADDRESS/  
LEGAL DESCRIPTION: \_\_\_\_\_

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:  
[https://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:  
P. Todd Ireland

WLT019570525421...

Appalachian Power Company

11/9/2021

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Auction Tract 36**

DocuSign Envelope ID: 6984A9EA-4DAA-4041-8CCB-DC600D5D44CD



**ROANOKE VALLEY ASSOCIATION OF REALTORS®**



**RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT**

Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for treatment beyond the level of treatment provided by the existing onsite sewage system when operating properly or (ii) a new requirement for pressure dosing, the Owner may request a waiver from such requirements. The Commissioner shall grant any request for such waiver, unless he finds that the failing system was installed illegally without a permit. Any such waivers shall be recorded in the land records of the clerk of the circuit court in the jurisdiction in which the property on which the relevant onsite sewage system is located. Waivers granted hereunder shall not be transferable and shall be null and void upon transfer or sale of the property on which the onsite sewage system is located. Additional treatment or pressure dosing requirements shall be imposed in such instances when the property is transferred or sold.

The Owner of the relevant property shall disclose that any operating permit for the onsite sewage system that has been granted a waiver authorized by this subsection shall be null and void at the time of transfer or sale of the property and that the Board's regulatory requirements for additional treatment or pressure dosing shall be required before an operating permit may be reinstated.

The Owner(s) acknowledges that the Broker has informed the Owner of the Owner's rights and obligations with respect to the information above. The Owner(s) certify that they( ) have ( X ) have not been granted a waiver from the Board. In the event the Owner has been granted a waiver, the Owner shall provide a separate disclosure form that acknowledges such waiver.

Property Address / 750 Penn Hall Rd, Union Hall, VA 24176-3729

Legal Description: \_\_\_\_\_

DocuSigned by:		11/9/2021	
	_____	_____	_____
C7F9EB570525421...	Owner	Date	Date
Appalachian Power Company			

**NOTE TO PURCHASER(S):** Pursuant to Section 32.1-164.1:1, the Owner is required to deliver the Disclosure, if applicable, to the Purchaser prior to the acceptance of a real estate purchase contract with respect to the Property. If disclosure is applicable and is delivered to the purchaser after the acceptance of the real estate purchase contract, the purchaser's sole remedy shall be to terminate the real estate purchase contract at or prior to the earliest of the following: (i) three days after delivery of the disclosure in person; (ii) five days after the postmark if the disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the purchaser; (iii) settlement upon purchase of the property; (iv) occupancy of the property by the purchaser; (v) the execution by the purchaser of a written waiver of the purchaser's right of termination under this chapter contained in a writing separate from the real estate purchase contract; or (vi) the purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

The Purchaser(s) acknowledges that the Broker has informed the Purchaser of the Purchaser's rights and obligations with respect to this disclosure.

_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

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**Auction Tract 37**

DocuSign Envelope ID: 6984A9EA-4DAA-4041-8CCB-DC600D5D44CD

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure applies to the property(ies) located at: 729 Penn Hall Rd, Union Hall, VA 24176-3730

**Seller's Disclosure (initial)**

(a) Presence of lead-based paint and/or lead-based hazards (check (i) or (ii) below):

(i)  <sup>DS</sup><sub>PTI</sub> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check (i) or (ii) below):

(i)  Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii)  <sup>DS</sup><sub>PTI</sub> Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e)  Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<small>DocuSigned by:</small> <u>P. Todd Ireland</u>		<u>11/9/2021</u>	_____	_____
Seller		Date	Seller	Date
Appalachian Power Company				
_____		_____	_____	_____
Purchaser		Date	Purchaser	Date
<u>RSJ</u>		<u>11/9/21</u>	_____	_____
Agent		Date	Agent	Date

Revised 7/2016

**Auction Tract 37**

DocuSign Envelope ID: 6984A9EA-4DAA-4041-8CCB-DC600D5D44CD



Virginia Real Estate Board  
[https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)

**RESIDENTIAL PROPERTY DISCLOSURE STATEMENT  
ACKNOWLEDGEMENT BY SELLER AND PURCHASER**

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.  
Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

729 Penn Hall Rd, Union Hall, VA 24176-3730

PROPERTY ADDRESS/  
LEGAL DESCRIPTION: \_\_\_\_\_

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at: [https://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:  
P. Todd Inland  
Owner

\_\_\_\_\_ Owner

Appalachian Power Company  
11/9/2021

\_\_\_\_\_ Date

\_\_\_\_\_ Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

\_\_\_\_\_ Purchaser

\_\_\_\_\_ Purchaser

\_\_\_\_\_ Date

\_\_\_\_\_ Date

DPOR rev 07/2021

**Auction Tract 37**

DocuSign Envelope ID: 6984A9EA-4DAA-4041-8CCB-DC600D5D44CD



**ROANOKE VALLEY ASSOCIATION OF REALTORS®**



**RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT**

Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for treatment beyond the level of treatment provided by the existing onsite sewage system when operating properly or (ii) a new requirement for pressure dosing, the Owner may request a waiver from such requirements. The Commissioner shall grant any request for such waiver, unless he finds that the failing system was installed illegally without a permit. Any such waivers shall be recorded in the land records of the clerk of the circuit court in the jurisdiction in which the property on which the relevant onsite sewage system is located. Waivers granted hereunder shall not be transferable and shall be null and void upon transfer or sale of the property on which the onsite sewage system is located. Additional treatment or pressure dosing requirements shall be imposed in such instances when the property is transferred or sold.

The Owner of the relevant property shall disclose that any operating permit for the onsite sewage system that has been granted a waiver authorized by this subsection shall be null and void at the time of transfer or sale of the property and that the Board's regulatory requirements for additional treatment or pressure dosing shall be required before an operating permit may be reinstated.

The Owner(s) acknowledges that the Broker has informed the Owner of the Owner's rights and obligations with respect to the information above. The Owner(s) certify that they( ) have ( X ) have not been granted a waiver from the Board. In the event the Owner has been granted a waiver, the Owner shall provide a separate disclosure form that acknowledges such waiver.

Property Address / 729 Penn Hall Rd, Union Hall, VA 24176-3730

Legal Description:

DocuSigned by:

*P. Todd Inland*

11/9/2021

C7F9EB570525421... Owner

Date

Owner

Date

Appalachian Power Company

**NOTE TO PURCHASER(S):** Pursuant to Section 32.1-164.1:1, the Owner is required to deliver the Disclosure, if applicable, to the Purchaser prior to the acceptance of a real estate purchase contract with respect to the Property. If disclosure is applicable and is delivered to the purchaser after the acceptance of the real estate purchase contract, the purchaser's sole remedy shall be to terminate the real estate purchase contract at or prior to the earliest of the following: (i) three days after delivery of the disclosure in person; (ii) five days after the postmark if the disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the purchaser; (iii) settlement upon purchase of the property; (iv) occupancy of the property by the purchaser; (v) the execution by the purchaser of a written waiver of the purchaser's right of termination under this chapter contained in a writing separate from the real estate purchase contract; or (vi) the purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

The Purchaser(s) acknowledges that the Broker has informed the Purchaser of the Purchaser's rights and obligations with respect to this disclosure.

Purchaser

Date

Purchaser

Date

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Rev.2006

Page 1 of 1



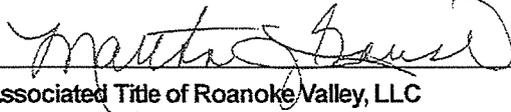
# Fidelity National Title Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent: Associated Title of Roanoke Valley, LLC  
 Issuing Office: 3140 Chaparral Drive STE C103  
 Roanoke VA 24018  
 Issuing Office's ALTA® Registry ID: 1108181  
 Loan ID No.:  
 Commitment No.: ATR-392B-21  
 Issuing Office File No.: ATR-392B-21  
 Property Address: Lot 36 and Lot 37 Shores of Penn Hall, Moneta, VA  
 Revision No.: 1

## SCHEDULE A

1. Commitment Date: October 16, 2021 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/06)
    - Proposed Insured: To Be Determined
    - Proposed Policy Amount: \$ 1,085,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Appalachian Power Company
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

By:   
 Associated Title of Roanoke Valley, LLC

Associated Title of Roanoke Valley, LLC  
 3140 Chaparral Drive STE C103  
 Roanoke VA 24018

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

27C276B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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(ATR-392B-21.PFD/ATR-392B-21/5)



## Fidelity National Title Insurance Company

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Deed from Appalachian Power Company to To Be Determined
5. Receipt of properly executed Owner's Affidavit and Agreement regarding mechanics' liens, possession and other matters.
6. Proof that any homeowner's association assessments, if any, are paid and current through date of closing.
7. Certification that there are no federal judgment liens docketed against To Be Determined.
8. Receipt of fully executed no financing affidavit from Appalachian Power Company
9. Receipt and satisfactory review of documents necessary to verify Appalachian Power Company was legally created.
10. Receipt of the documentation necessary to support the authority of the party to act on behalf of the entity, such as obtaining the required consents from the other members of the entity.
11. The Company reserves the right to make additional requirements or exceptions and amend this commitment (including the name of the proposed insured) upon receipt of full information regarding this transaction
12. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or fair market value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. A loan policy cannot be issued for less than the full principal debt secured; however, it may be issued in an amount up to but not to exceed 125% of the principal debt. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
13. Proposed Insured (To Be Determined) must be identified and if same is a corporation, partnership or limited liability company, evidence of its organization and compliance with filing requirements of its jurisdiction of origin, and the jurisdiction of the location of the property, must be furnished.
14. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
15. Receipt of newly created description that adequately defines, describes and locates premises to be insured AND this description must be used in the document(s) creating the estate or interest to be insured, subject to approval by this Company.
16. Recordation of Boundary Line plats showing all newly created lots.



**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
3. Terms, conditions, rights, reservations, easements and provisions as set forth in Flowage Right and Easement Deed to Appalachian Power Company dated November 17, 1960, of record in Deed Book 181, page 238.
4. Rights of others in and to the use of the appurtenant rights and easements as set forth in Deed Book 188, page 502.
5. Easement granted to Lee Telephone Company of Virginia dated August 21, 1968, of record in Deed Book 250, page 528.
6. Easements and rights granted to the County of Franklin by Deed dated September 16, 1968, of record in Deed Book 264, page 17.
7. Terms, conditions, rights, reservations, and all other matters as set forth in Deed from Franklin Real Estate Company to Appalachian Power Company dated October 15, 1970, of record in Deed Book 267, page 371.
8. Easements and Rights granted and reserved in Agreement with Appalachian Power Company dated September 18, 1995, of record in Deed Book 571, page 27.
9. Terms, Conditions, Rights, Reservations and all other matters as set forth in Deed to Appalachian Power Company dated December 13, 2013, of record in Deed Book 1043, page 409.
10. Rights of others in and to the use and enjoyment of Smith Mountain Lake and the waters thereof.
11. Rights of others in and to the use of the common areas and roads.
12. Matters shown on survey recorded in Deed Book 1109, pages 860-863:
  - a) notes
  - b) easements
  - c) title to that portion of subject property within right of way of State Route 937- Penn Hall Round (30 foot prescriptive right of way)
  - d) overhead electric lines and poles
  - e) waters of Smith Mountain Lake
13. Matters shown on survey recorded in Deed Book 267, page 376:
  - a) notes
  - b) easements
  - c) Title to that portion of subject property within the right of way of Virginia Sec. Highway 937 - Penn Hall Road
14. Matters shown on Boundary Line Adjustment Survey for Appalachian Power Company dated August 6, 2021 and prepared by



**SCHEDULE B**  
(Continued)

Robert C. Jeans:

Tract 36:

- a) property line to be vacated
- b) well
- c) utility lines

15. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. (Lot 37 only)
16. Rights of parties in possession.
17. Possible supplemental taxes and assessments for improvements constructed upon the premises.

AMERICAN  
LAND TITLE  
ASSOCIATION





## Fidelity National Title Insurance Company

### EXHIBIT A - LEGAL DESCRIPTION

\*\*APPROVED ATTORNEY TO PREPARE NEW LEGAL DESCRIPTION

Tax Map #51-20.1 and 51-20.2 as shown on boundary line adjustment plat for Appalachian Power Company dated August 6, 2021 and recorded in \_\_\_\_\_, Franklin County, VA