

**FRANKLIN COUNTY**  
**SPECIAL USE PERMIT APPLICATION**

I/We Jonathan Adam Monk as Owner(s), Contract Purchasers, or Owner's Authorized Agent of the property described below, hereby apply to the Franklin County Board of Supervisors for a special use permit on the property described below:

Petitioner's Name: Jonathan Adam Monk

Petitioner's Address: 280 Chestnut Bluff Lane, Wirtz, VA, 24184

Petitioner's Phone Number: 540-649-3560

Petitioner's Email Address: adamm@mcclungco.com

Property Owner's Name: Jonathan Adam Monk

Property Owner's Address: 280 Chestnut Bluff Lane, Wirtz, VA, 24184

Property Owner's Phone Number: 540-649-3560

Property Owner's Email Address: adamm@mcclungco.com

**Property Information:**

A. Proposed Property Address: 280 Chestnut Bluff Lane, Wirtz, VA, 24184

B. Tax Map and Parcel Number: 0460301800 (map # 046.03, parcel # 018.00)

C. Election District: Union Hall

D. Size of Property: 0.68 acres

E. Existing Zoning: A1

F. Existing Land Use: residential

G. Is the property located within any of the following overlay zoning districts:

Corridor District  Westlake Overlay District  Smith Mountain Lake Surface District

H. Is any land submerged under water or part of Smith Mountain Lake?  YES  NO

I. If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

**Proposed Special Use Permit Information:**

J. Proposed Land Use: Short Term Rental

\_\_\_\_\_

K. Size of Proposed Use: 0.68 Acres

L. Other Details of Proposed Use: No changes to property will be performed. Short Term Rental use of the existing property as is only.

Concept plan will be simply the plat of the existing property, as no changes are requested to the existing property.

Checklist for Completed Items:

- Application Form
- Letter of Application
- Concept Plan
- Application Fee

I certify that this application for a special use permit and the information submitted is herein complete and accurate.

Petitioner's Name (Printed): Jonathan Adam Monk

Petitioner's Signature: \_\_\_\_\_

Date: 7/1/2024

Mailing Address: 287 Doe Hill Drive

Primary  
Address Churchville, VA 24421

Phone Number: 540-649-3560

Email Address: adamm@mcclungco.com

Owner's consent, if petitioner is not property owner:

Owner's Name: Jonathan Adam Monk

Owner's Signature: J. C. M.

Date: 7/1/2024

Date Received by Planning Staff: \_\_\_\_\_

Jonathan Adam Monk

280 Chestnut Bluff Lane

Wirtz, VA 24284

7/1/2024

Franklin County Virginia

Department of Planning and Community Development

1255 Franklin Street, Suite 103

Rocky Mount, VA 24151

Dear Department of Planning and Community Development:

I am applying for a Special Use Permit for Short Term Rental for my vacation property located at 280 Chestnut Bluff Lane, Wirtz, VA 24184. If approved, I plan to rent this property for two weeks or less of each calendar month. This permit is being requested to help offset the cost of the property.

The proposed use of the property will not change and will remain as is as a personal use residence and short-term rental in its current state. It will remain a residential property and will be unchanged for the purposes of our personal use and/or the Short-Term Rental use. This application and letter are simply to seek a permit to use for Short Term Rental and is not an indication of intent to change the primary use of the property.

This request is being made as indicated above, for the purpose of gaining a permit to allow the short-term rental of the property as needed.

The effect of this permit request on the surrounding areas will be that no change will occur, nor will there be a resulting change of any kind. The amount of traffic to the property will not change. The use of the property will not change. The sound level experienced in the community will not change, nor exceed the existing sound level of use, traffic, or entertainment that exists in the community today.

Thank you

Jonathan Adam Monk

Enclosures: 2

Jonathan Adam Monk

280 Chestnut Bluff Lane

Wirtz, VA 24284

7/1/2024

Franklin County Virginia

Department of Planning and Community Development

1255 Franklin Street, Suite 103

Rocky Mount, VA 24151

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The proposed use of the property will not change and will remain as is as a personal use residence and short-term rental in its current state. It will remain a residential property and will be unchanged for the purposes of our personal use and/or the Short-Term Rental use. This application and letter are simply to seek a permit to use for Short Term Rental and is not an indication of intent to change the primary use of the property.

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Thank you

Jonathan Adam Monk

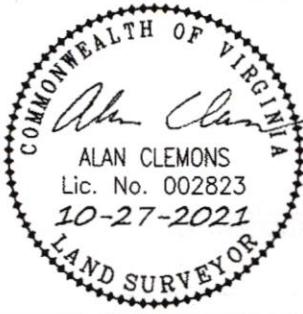
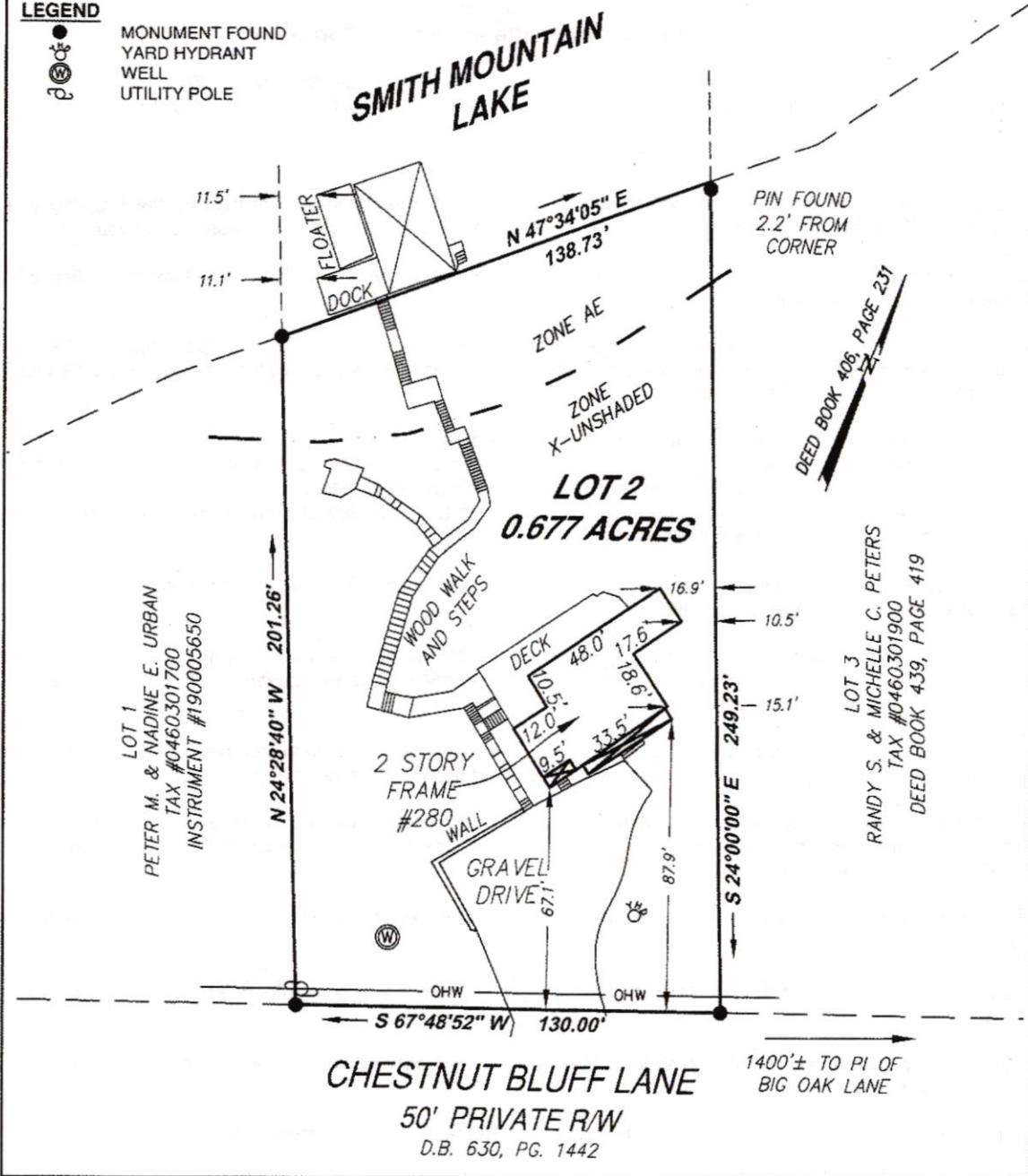
Enclosures: 2

TAX # : 0460301800  
 ADDRESS : 280 CHESTNUT BLUFF LANE  
 OWNER : RICHARD SHAWN SCOTT & CYNTHIA L. SCOTT  
 LEGAL REF. : INSTRUMENT #160004452  
 DRAWN BY : MAC  
 CHECKED : REC/SCB  
 W.O. # : 21-0324-01  
 SCALE : 1" = 40'  
 DATE : OCTOBER 27, 2021

PHYSICAL IMPROVEMENT PLAT FOR  
**JONATHAN ADAM MONK &  
 STEPHANIE NICOLE MONK**  
 OF LOT 2 OF THE  
 J.W. TONY ESTATE  
 DEED BOOK 406 PAGE 231  
 GILLS CREEK MAGISTERIAL DISTRICT  
 FRANKLIN COUNTY, VIRGINIA

**LEGEND**

● MONUMENT FOUND  
 ○ YARD HYDRANT  
 □ WELL  
 ▲ UTILITY POLE



**GENERAL NOTES:**

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT THERETO. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
2. THE SUBJECT PROPERTY IS WITHIN THE LIMITS OF FLOOD ZONES AE & X-UNSHADED AS SHOWN ON THE FEMA F.I.R.M. #51067C0240 D WITH AN EFFECTIVE DATE OF JANUARY 06, 2010. THIS DETERMINATION IS BASED ON SAID MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS.



**parker**  
 DESIGN GROUP  
 ENGINEERS • SURVEYORS  
 PLANNERS • LANDSCAPE ARCHITECTS

2122 Carolina Ave, SW  
 Roanoke, VA 24014  
 Ph: 540-387-1153

[www.parkerdg.com](http://www.parkerdg.com)

1915-B W. Cary Street  
 Richmond, VA 23220  
 Phone: 804-358-2947

**Notice of Availability of Owner's Title Insurance  
for One-to-Four Family Residential Property**

**NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE  
FOR ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY**  
Issued by  
**Fidelity National Title Insurance Company**

Buyer's Name: Jonathan Adam Monk  
Buyer's Mailing Address: 287 Doe Hill Drive, Churchville, VA 24421

Date: October 19, 2021  
File Number 21-38815-R

Address of Property ("Property"): 280 Chestnut Bluff Lane

A Loan Policy of Title Insurance ("Loan Policy") only insures your lender's deed of trust on the Property you are purchasing. Even though you pay for the Loan Policy, it will not provide title insurance protection to you.

**If you want the benefit of your own title insurance protection, you must buy an Owner's Policy of Title Insurance ("Owner's Policy").**

An Owner's Policy is available with a coverage amount equal to the purchase price of the Property. An Owner's Policy is purchased for a one-time premium and protects you for as long as you own the Property. Possible problems covered by an Owner's Policy include:

- Someone else claims to own an interest in your Property;
- Someone else claims a lien on your Property, including an unpaid lien for real estate taxes, a deed of trust, a judgment, a mechanics' lien or an unpaid homeowner's association lien; or
- Someone else claims a mechanics' lien on your Property, if you request such coverage on the policy; or
- You do not have a legal right of access to your Property.

Another benefit of your Owner's Policy is that the title insurance company will pay the cost of defending you if someone sues you over a covered matter.

You also have the option of purchasing a Homeowner's Policy of Title Insurance that covers more matters ("Homeowner's Title Policy"). Ask your title company for an explanation of a Homeowner's Title Policy so that you can decide which policy is the best one for you.

An Owner's Policy or Homeowner's Policy of Title Insurance may not include the value of subsequent improvements you make to the property in the future but you may request additional coverage at any time.

A preliminary report or title insurance commitment issued in connection with the Property is an offer to provide title insurance, is not a representation as to the condition of title, does not constitute an abstract of title, and does not provide you the protection of an Owner's Policy.

If you would like to review a sample of an Owner's Policy or a Homeowner's Title Policy, it will be provided to you on request.

If you would like a quote as to the cost for an Owner's Policy or a Homeowner's Title Policy, it will be provided to you on request.

If you are uncertain as to whether you should obtain an Owner's Policy or a Homeowner's Title Policy, you are urged to seek independent advice.

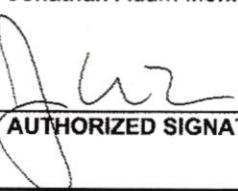
I/We do request  an Owner's Policy  a Homeowner's Title Policy (check one)

I/We decline an Owner's Policy or a Homeowner's Title Policy. I/We understand and agree to accept the risks associated with this decision.

**BUYER** Jonathan Adam Monk

**BUYER:**

By:

  
**AUTHORIZED SIGNATORY**

By:

  
**AUTHORIZED SIGNATORY**

## **NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE**

**Commitment Number: ATS-637-21**

A Mortgagee's Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance to you.

You may wish to obtain an Owner's Policy of title insurance which provides title insurance coverage to you. Or, you may wish to obtain an Owner's Residential Advantage Policy of title insurance which provides even more title insurance coverage to you.

Please check which one applies:

I/We do request an Owner's Residential Advantage Policy for \$1448.04

I/We do request an ALTA 2006 Owner's Policy of title insurance for \$974.60

I/We do not request any form of Owner's Policy

## **NOTICE OF AVAILABILITY OF DISCOUNTED PREMIUM**

To determine eligibility for a reissue discount off a prior title insurance policy, please provide Acquisition Title with a copy of an Owner's or Lender's policy issued within the past 10 years by any title insurance company licensed to do business in Virginia.

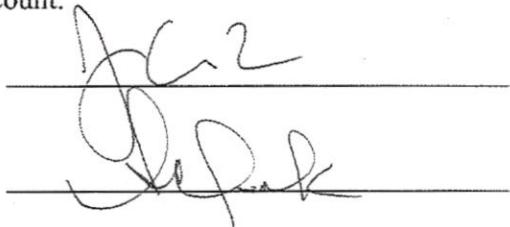
A Reissue Rate

has been given

X has not been given

I/We have read and understand the foregoing and acknowledge that the settlement agent has notified me/us of the general nature of Owner's Title Insurance coverage and the availability of a title insurance premium discount.

Date: 11/1/2021

A photograph of two handwritten signatures. The top signature is a stylized 'H' and 'L', and the bottom signature is a stylized 'J' and 'D'.

# Acquisition Title

## PRIVACY POLICY

Settlement Offices, like other professionals who advise on personal financial matters or who provide real estate settlement services, are now required by a new Federal law to inform their clients (customers) of their policies regarding privacy of client information. Settlement Offices have been and continue to be bound by professional standards of conduct that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

### Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your personal financial information, your name, address, telephone number, or social security;
- Information about your transactions with us, or others. We receive this information from your lender, accountant, attorney, real estate broker, etc.;
- Information we receive about you that is obtained by us with your authorization; and
- Information from public records.

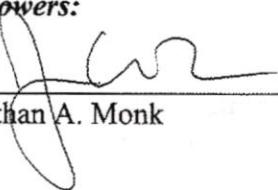
### Parties to Whom We Disclose Information

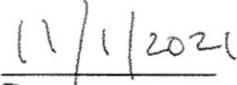
For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice to people outside our firm except as agreed to by you or as required or permitted by law. We restrict access to nonpublic personal information about you to people in our firm who need to know that information to provide products or services to you or requested by you or your Lender. In all such situations, we stress the confidential nature of information being shared.

### Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with appropriate federal and state regulations and with our professional standards.

**Borrowers:**

  
\_\_\_\_\_  
Jonathan A. Monk

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Contract Certification

Settlement Date: November 1, 2021

Property Address: 280 Chestnut Bluff Lane, Wirtz, VA 24184

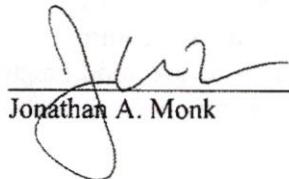
Buyer/Borrowers: Jonathan A. Monk

Seller: Richard Shawn Scott and Cynthia L. Scott

File Number: 21-38815-R

The undersigned hereby certify that the terms of the agreement of sale dated 11/01/2021, ("Agreement of Sale") are true, that we have reviewed and executed the necessary closing documents in connection with the transfer of the above described property. We further certify that the terms of said Agreement of Sale and all amendments have been properly complied with and agree that the settlement agent has no further obligation or liability under the said Agreement of Sale and the amendments and addendums thereto.

### **BORROWER:**

  
\_\_\_\_\_  
Jonathan A. Monk

Date:

11/1/2021

### **SELLERS:**

\_\_\_\_\_  
Richard Shawn Scott

Date:

\_\_\_\_\_  
Cynthia L. Scott

Date:



### TERMITE HOLD HARMLESS

RE: 280 Chestnut Bluff Lane, Wirtz, VA 24184

I/We have agreed to purchase the abovementioned property without the benefit of a "wood destroying insect" inspection, and also agree to accept said property in its "as is" condition. With knowing the above information, I am still willing to close on this transaction and I hereby agree to hold Acquisition Title and Settlement Agency, Inc., its agents and employees, harmless from any matters which may arise due to the above information.

**BORROWER:**

\_\_\_\_\_  
Jonathan A. Monk

Date:

11/1/2021



## DISCLOSURE AND ACKNOWLEDGEMENT OF RECEIPT OF TITLE INSURANCE COMMITMENT

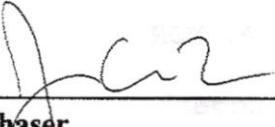
**Case Number:**

**Property: 280 Chestnut Bluff Lane, Wirtz, VA 24184**

**Name of Title Insurance Company:** \_\_\_\_\_

### ACKNOWLEDGEMENT OF RECEIPT OF COMMITMENT

I/we, the purchaser(s) of the above-referenced property, hereby acknowledge that I/we have received a copy of the title insurance commitment and have had the opportunity to review the commitment. I/we understand that the items listed as exceptions on this commitment will appear as exceptions on the final title insurance policy issued by the above-referenced title insurance company and that said company will not provide any coverage to the insured for matters that pertain to the listed exceptions. Any requirement shown in the commitment will also appear in the final title insurance policy unless the same are disposed of to the satisfaction of said company.

  
**Purchaser**

Date: 11/1/2021

  
**Purchaser**

Date: \_\_\_\_\_

Consideration \$614,000.00  
Assessed Value \$420,000.00  
Tax Map/Parcel #46.3-18  
Grantee Address:  
287 Doe Hill Dr.  
Churchville, VA 24421

Document Prepared By:  
C. Holland Perdue III  
VSB #81509  
Raine & Perdue, PLC  
245 South Main Street  
Rocky Mount, VA 24151  
RETURN TO:  
Acquisition Title &  
Settlement Agency, Inc.

THIS DEED, made and entered into this the 21st  
day of October, 2021, by and between RICHARD SHAWN SCOTT  
and CYNTHIA L. SCOTT, husband and wife, Grantors and  
JONATHAN A. MONK, Grantee.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN  
(\$10.00) DOLLARS, cash in hand paid, and for other good and  
valuable consideration, the receipt of which is hereby  
acknowledged, the said Grantors, RICHARD SHAWN SCOTT and  
CYNTHIA L. SCOTT, husband and wife, do hereby bargain,  
sell, deed, grant and convey with General Warranty and  
English Covenants of Title, unto JONATHAN A. MONK, Grantee,  
all that certain lot or parcel of land, together with all  
appurtenances thereunto belonging, situate, lying and being  
in the Union Hall Magisterial District, Franklin County,

Virginia, being more particularly described as follows, to-

wit:

LOT 2, CONTAINING 0.68 ACRE, according to plat of survey entitled "J.W. Toney Heirs", prepared by J. L. Zeh, C.L.S., dated October 1, 1986, revised November 24, 1986, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 406, at Page 231, with this reference being made for a more complete and particular description of the subject property and as a means of incorporation by this reference thereto;

ALSO CONVEYED is the property located between the side lot lines extended to the division line of the adjoining property below the 800' contour line of Smith Mountain Lake; and,

TOGETHER WITH a non-exclusive easement of right of way 50' in width as shown on the above plat of survey to Virginia Secondary Route 670. Reference is made to the easement established by Deeds recorded in the above stated Clerk's Office in Deed Book 248, Page 578; Deed Book 248, Page 581; Deed Book 248, Page 583; Deed Book 248, Page 585; and Deed Book 324, Page 162, for a more complete description of the right of way.

AND BEING the same property as acquired by

Richard Shawn Scott and Cynthia L. Scott, by survivorship

RAINE & PERDUE, PLC  
CLYDE HOLLAND PERDUE, JR.  
EMILY A. OLIVER  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

Deed dated July 27, 2016, from Douglas N. Terry and Carole S. Terry, which Deed is of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1080, at Page 809.

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

TO HAVE AND TO HOLD unto JONATHAN A. MONK, Grantee, his heirs and assigns forever.

\*SEE PAGE 4 FOR SIGNATURES\*

\*THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK\*

Witness the following signatures and seals.



(SEAL)

RICHARD SHAWN SCOTT



(SEAL)

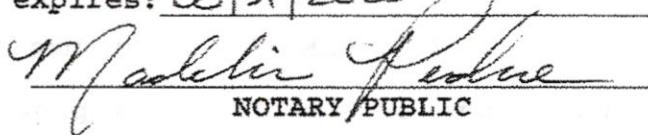
CYNTHIA L. SCOTT

STATE OF VIRGINIA AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Deed was signed and acknowledged  
before me this the 1<sup>st</sup> day of November, 2021, by  
RICHARD SHAWN SCOTT and CYNTHIA L. SCOTT, husband and wife.

My commission expires: 08/31/2025



NOTARY PUBLIC



RAINE & PERDUE, PLC  
CLYDE HOLLAND PERDUE, III  
EMILY A. OLIVER  
ATTORNEY AT LAW  
2455. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this the 1st day of November, 2021, by and between RICHARD SHAWN SCOTT and CYNTHIA L. SCOTT, hereinafter referred to as "SCOTT", parties of the first part, and JONATHAN A. MONK and STEPHANIE NICOLE MONK, hereinafter referred to as "MONK", parties of the second part.

RECITALS:

1. WHEREAS, the parties above entered into a Purchase Agreement dated September 16, 2021, whereby Scott is required to provide Monk with verification prior to closing that the Appalachian Power "AEP" Occupancy and Use Permit is assignable.

2. WHEREAS Scott has requested that AEP verify the status of the dock and provide verification that the permit will be assignable to Monk; however, AEP has yet to provide verification to the parties.

3. WHEREAS Monk has requested that Scott escrow the amount of FIVE THOUSAND DOLLARS AND 00/100 (\$5,000.00) in consideration of Monk closing prior to AEP issuing the assignability.

4. WHEREAS the parties agree that the sum paid into escrow is not to be released until such time, as the assignability is approved by AEP.

5. WHEREAS, Scott agrees to repair any and all items cited by AEP after their site visit to the property, including if such repairs exceed the escrowed amount in order to obtain said assignability.

ACCORDINGLY,

W I T N E S S E T H:

NOW, THEREFORE, THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AGREEMENTS, AND CONDITIONS AS EXIST BETWEEN THE PARTIES, the parties agree as follows:

1. Scott and Monk agree that the sum of FIVE THOUSAND DOLLARS AND 00/100 (\$5,000.00) as agreed between the parties will be held in escrow by Raine & Perdue, PLC.

2. Scott is to give Monk notice before entering the property to repair items cited by AEP.

3. Upon completion of all repairs required by AEP and approval by AEP, each party shall sign an Escrow Release releasing the escrowed funds unto Scott.

4. Scott agrees to complete any and all items cited by AEP, including if such repairs exceed the escrowed amount.

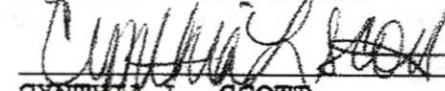
5. If AEP approval is not obtained within sixty (60) days of the date of settlement, each party shall sign an escrow release releasing the escrowed funds unto Monk, unless otherwise agreed by the parties.

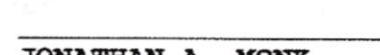
RAINE & PERDUE, PLC  
CLYDE HOLLAND PERDUE, III  
EMILY A. OLIVER  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

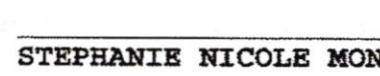
7. If either party is required to hire legal counsel or otherwise seek enforcement of the terms and provisions of this Agreement, then the prevailing party shall be entitled to reimbursement of attorney's fees and court costs from the non-prevailing party.

WITNESS the following signatures and seals.

  
(SEAL)  
RICHARD SHAWN SCOTT

  
(SEAL)  
CYNTHIA L. SCOTT

  
(SEAL)  
JONATHAN A. MONK

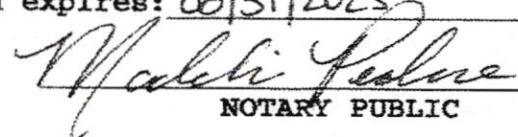
  
(SEAL)  
STEPHANIE NICOLE MONK

STATE OF VIRGINIA AT LARGE

COUNTY OF FRANKLIN, to-wit:

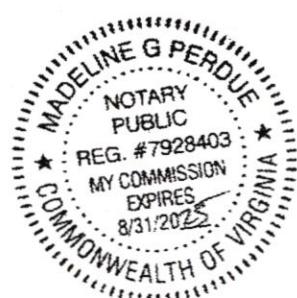
The foregoing document was acknowledged before me  
this the 1<sup>st</sup> day of November, 2021, by RICHARD SHAWN SCOTT  
and CYNTHIA L. SCOTT.

My commission expires: 08/31/2025

  
NOTARY PUBLIC

3

RAINE & PERDUE, PLC  
CLYDE HOLLAND PERDUE, III  
EMILY A. OLIVER  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151



STATE OF VIRGINIA AT LARGE

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me  
this the \_\_\_\_ day of November, 2021, by JONATHAN A. MONK and  
STEPHANIE NICOLE MONK.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

RAINE & PERDUE, PLC  
CLYDE HOLLAND PERDUE, III  
EMILY A. OLIVER  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151



**VIRGINIA REALTORS®**  
**AGREEMENT FOR THE SALE OF PERSONAL PROPERTY**  
(TO BE COMPLETED AT TIME OF CONTRACT)



This AGREEMENT FOR THE SALE OF PERSONAL PROPERTY is made as of September 16, 2021, between  
Richard Scott and Cynthia Scott ("Seller") and  
J. Adam Monk ("Purchaser") and provides as follows:

Purchaser and Seller have entered into a Residential Contract of Purchase dated 09/16/2021 (the "Real Estate Contract") by which Purchaser has agreed to purchase and Seller agreed to sell the real property described therein (the "Real Property"). The parties have agreed on the disposition of certain personal property located on the Real Property, and to that end have entered into this Agreement.

1. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following items of personal property (the "Personal Property"): Basement freezer (\$200), outdoor grill (\$150), patio furniture (\$100), bunk beds (\$500), full six headboard/mattress (\$400), all TVs (\$600), 3 kayaks (\$400), barstools (\$50), sectional sofa - upstairs (\$200), tables/shelves/dressers (small) (\$200), full bedside table/dressers (\$400)
2. The purchase prices of the Personal Property shall be three thousand two hundred (\$ 3200), payable all in cash at settlement.
3. Settlement hereunder shall occur simultaneously with settlement under the Real Estate Contract. At settlement, Seller shall convey to Purchaser good and marketable title to the Personal Property, and will execute and deliver to Purchaser a Bill of Sale in the form set forth below, or other mutually agreeable instrument of conveyance.
4. Seller represents and warrants to Purchaser that the following items of Personal Property are sold "as is", without warrant of any kind, expressed or implied:

Seller represents and warrants the following items of Personal Property shall be in working order at settlement:

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5. The parties' obligations hereunder are expressly contingent on the occurrence of settlement under the Real Estate Contract.
6. Other provisions: Free items - agreed by Seller as follows: life jackets?, kitchen trash can, laundry room island, metal shelf in water room.

\*negotiable at closing

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7. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and shall be binding upon inure to the benefit of the parties to this Agreement to their respective heirs, successors, and assigns.

WITNESS the following duly authorized signatures:

**PURCHASER:**

DATE  PURCHASER

DATE  PURCHASER

DATE  PURCHASER

DATE  PURCHASER

**SELLER:**

11-01-2021 DATE  SELLER *Richard Scott*

11-01-2021 DATE  SELLER *Cynthia L. Scott*

DATE  SELLER

DATE  SELLER

**BILL OF SALE**  
(TO BE COMPLETED AT SETTLEMENT)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned Richard Scott and Cynthia Scott ("Seller") has bargained, sold, assigned, transferred and delivered and by presents does bargain, sell, assign, transfer, and deliver unto J. Adam Monk

("Purchaser") all right, title, interest in and to the following items of personal property (the "Personal Property"): \_\_\_\_\_

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Sellers represents and warrants that (i) it is the lawful owner of the Personal Property and has the right to sell and dispose of the Personal Property, (ii) the Personal Property is free from any liens, claims, and encumbrances whatsoever, and (iii) it has good and marketable title to the Personal Property.

WITNESS the following duly authorized signatures:

**PURCHASER:**

DATE / \_\_\_\_\_ / PURCHASER

**SELLER:**

11-01-2021 / \_\_\_\_\_ / SELLER  
*Richard Scott*

11-01-2021 / \_\_\_\_\_ / SELLER  
*Cynthia L. Scott*

DATE / \_\_\_\_\_ / SELLER

DATE / \_\_\_\_\_ / SELLER

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# Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

<b>Section I. General Information</b> Inspection Company, Address & Phone Precision Home Inspections, LLC 795 Timber Ridge Road Glade Hill, VA 24092 (540) 309-9959		Company's Pest Control Business Lic. No.	Date of Inspection
		15233	10/08/2021
		Address of Property Inspected 280 Chestnut Bluff Lane Wirtz, VA 24184	

Inspector's Name, Signature & Certification, Registration or Lic. #	Structure(s) Inspected
R. Morris	54146-C
	Single Family Home

**Section II. Inspection Findings** This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or wood destroying insect damage. **Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:**

A. No visible evidence of wood destroying insects was observed.  
 B. Visible evidence of wood destroying insects was observed as follows:

1. Live insects (description and location):

2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location):

3. Visible damage from wood destroying insects was noted as follows (description and location):

**NOTE: This is not a structural damage report.** If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

## Section III. Recommendations

No action and/or treatment recommended: (Explain if Box B in Section II is checked) \_\_\_\_\_

Recommend action(s) and/or treatment(s) for the control of: \_\_\_\_\_

## Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

<input checked="" type="checkbox"/> Basement 1,3,4,5,6,7,8,9,11,12	<input type="checkbox"/> Crawlspace _____	<input checked="" type="checkbox"/> Main Level 1,3,4,5,6,7,8,9,11,12	<input checked="" type="checkbox"/> Attic 5,11	<input type="checkbox"/> Garage _____	<input checked="" type="checkbox"/> Exterior 17	<input checked="" type="checkbox"/> Porch 11,12	<input type="checkbox"/> Addition _____	<input type="checkbox"/> Other _____	The Inspector may write out obstructions or use the following optional key:
1. Fixed ceiling	15. Standing water								
2. Suspended ceiling	16. Dense vegetation								
3. Fixed wall covering	17. Exterior siding								
4. Floor covering	18. Window well covers								
5. Insulation	19. Wood pile								
6. Cabinets or shelving	20. Snow								
7. Stored items	21. Unsafe conditions								
8. Furnishings	22. Rigid foam board								
9. Appliances	23. Synthetic stucco								
10. No access or entry	24. Duct work, wiring,								
11. Limited access	and/or plumbing								
12. No access beneath	25. Spray foam								
13. Only visual access	insulation								
14. Cluttered condition	26. Equipment								

## Section V. Additional Comments and Attachments

(these are an integral part of the report)

Attachments

**Signature of Seller(s)** or Owner(s) if refinancing. Seller discloses to the buyer all information, to their knowledge, regarding W.D.I. infestation, damage, repair, and treatment history.

X

**Signature of Buyer.** The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X

# Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. Please refer to the NPMA Suggested Guidelines for instructions on completing this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** Treatment or corrective action should be recommended if live termites are found. If no evidence of a previous treatment is documented and evidence of infestation is found, even if no live termites are observed, treatment or corrective action by a licensed pest control company should be recommended. Treatment or corrective action may be recommended if evidence of infestation is observed, and a documented treatment occurred previously, unless the structure is under warranty or covered by a service agreement with a licensed pest control company.  
For other Wood Destroying Insects, please refer to the NPMA suggested guidelines for added guidance on actions and or treatment.
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

Precision Home Inspections, LLC.

795 Timber Ridge Road

Glade Hill, VA 24092

(540) 309-9959

Report of a Visual Inspection of the Septic System

Precision Home Inspections, LLC. Submits this report in connection with the refinancing or purchasing of the residential property located at

280 Chestnut Bluff Lane 24184.

Precision Home Inspections, LLC. Reports its findings at the time of the inspection as follows:

1. Toilets were flushed with /Without any visible signs of water backing up.
2. An actual survey would be required to determine the exact location of the septic drain field, but an above ground observation revealed the following:
  - A. The surface of the ground in the drainage area appears to be Dry / Wet.
  - B. The septic drainage lines can /cannot be identified from the color of the grass or distinguishing appearance.
  - C. The septic tank has /has not been located. (An actual survey is needed to indicate the exact location)
  - D. Was there any offensive or obnoxious odors at the drainage area yes/ no.
3. The lid of the septic tank has /has not been removed for inspection. If the lid has been removed, a report has been made of the following:
  - A. It appears the septic tank has /has not been cleaned recently.
4. A septic distribution box has /has not been located. (An actual survey is needed to indicate the exact location)
5. The septic system serving the property listed above appears to be in working / non-working condition.

\*It is possible for grey water drains from a sink, washing machine, or other appliances to exist on the property. This inspection is not to determine the existence of any grey water systems exist.

Comments: \_\_\_\_\_

This inspection report is being submitted based on a visual inspection of this property and the septic system.

Date: 10-8-21

Inspector: QA License#: 1940001551

Green Earth Naturally LLC  
2314 Ridgefield Street NE ■ Roanoke, VA 24012  
Phone 540.362.5636 ■ Fax 540.362.9447

GEN Lab No. PH 0040

For Precision Home Inspections, LLC Email precisionhmeinspections@gmail.com  
795 Timer Ridge Road  
Glade Hill, VA 24092 Phone 309.9959

Project 280 Chestnut Bluff Lane Wirtz, VA  
Matrix Well or Spring (Circle One) Existing Well Vector NO (Circle One)  
Sample Location Address 280 Chestnut Bluff Lane  
City, State Wirtz, VA 24184  
Sample Collection Date 10-7-21  
Sample Collected By R. Morris Time 2:00 PM  
Sample Relinquished By R. Morris  
Received at Lab By SLW Date/Time 10-7-21 1525  
Signature SLW Date/Time 10-7-21 1525

**- LABORATORY RESULTS -**

<input checked="" type="checkbox"/>	Total Coliform Method 9223 – After 24 Hours	Present	<u>Present</u>	<input checked="" type="checkbox"/>	Absent
<input checked="" type="checkbox"/>	E. Coli Method 9223 – After 24 Hours	Present	<u>Present</u>	<input checked="" type="checkbox"/>	Absent
Analyst <u>SLW</u> Date <u>10821</u>					
Absent means test meets MCLG standards recommended by EPA for drinking water					
<input type="checkbox"/>	Total Lead Method E200.8 (MCLG = Zero, Action Level = 0.015ppm)	<u>mg/L</u>			
Analyst _____ Date _____					
<input type="checkbox"/>	Nitrate/Nitrite Method E300.0	<u>mg/L</u>			
<input type="checkbox"/>	Nitrate Method E300.0	<u>mg/L</u>			
<input type="checkbox"/>	Nitrite Method E300.0	<u>mg/L</u>			
Analyst _____ Date _____					
Mark Out Any Tests Not Performed					
ND = Non Detect					

Application for Assignment of  
Permit

Appalachian Power Company

Please provide the following contact information for the new property owner(s):

Property Owner's Name(s): Jonathan Adam Monk & Stephanie Nicole Monk

Mailing Address: 287 Doe Hill Drive  
Churchville VA 24421

Telephone: 540-649-3560

Email Address: adamm@mclungco.com

Project Address: 280 Chestnut Bluff Lane, Wirtz, VA 24184

Tax Map and Parcel Number: 46.3-18

**ASSIGNMENT OF PERMIT**  
Prepared by Appalachian Power Company

This ASSIGNMENT made this 1st day of November 2021, by and between Richard Shawn Scott and Cynthia L. Scott (type & state of entity if a corporation, LLC, etc.), ASSIGNOR, to be indexed as GRANTOR, whose address is Jonathan Adam Monk and Stephanie Nicole Monk (type & state of entity if a corporation, LLC, etc.), ASSIGNEE, to be indexed as GRANTEE, whose address is APPALACHIAN POWER COMPANY (APCO), a Virginia corporation, to be indexed as GRANTOR, whose address is 40 Franklin Road, S.W., Roanoke, Virginia 24011.

**WITNESSETH**

**THAT, WHEREAS**, APCO granted Assignor a Permit Number \_\_\_\_\_ dated \_\_\_\_\_ (the "Permit"), for property identified as Tax Map and Parcel Number \_\_\_\_\_ according to the Franklin County Real Estate Records, by which Assignor was permitted the use and occupancy of the Project's lands and waters (as defined in the Permit) for the Permitted Facility (as defined in the Permit) upon the terms and conditions as set forth in the Permit; and

**WHEREAS**, the Permit provides that it is a personal right and that nothing therein shall be construed to create any easement or other property interest in the Permittee and that the status of the Permittee is that of a licensee; and

**WHEREAS**, the Permit further provides that it may be assigned only upon certain terms and conditions as set forth in the Permit; and

**WHEREAS**, Assignor wishes to assign the Permit to Assignee, which assignment is within the terms and conditions of the Permit; and

**WHEREAS**, APCO has inspected the Permitted Facility and finds that as of the date of this Assignment it is in compliance with the Permit and that the assignment of the Permit is a permissible assignment under the terms of the Permit.

**NOW, THEREFORE**, in consideration of the Premises, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns all its right, title and interest in the Permit to the Assignee, which assignment Assignee hereby accepts.
2. **Assumption of Obligations.** Assignee hereby assumes and agrees to perform all of Assignee's obligations under the Permit arising after the date hereof.

3. Acknowledge and acceptance. Assignee warrants and represents to APCO that it acknowledges, accepts and will fully comply with all of the terms and conditions of the Permit.

4. Consent of APCO. APCO herewith grants its consent to this Assignment.

WITNESS the following signatures:

ASSIGNOR:

Richard Shawn Scott

Cynthia L Scott

By:

Its:

STATE OF Virginia

)

County OF Roanoke

) To-wit:

)

The foregoing Permit was acknowledged before me this 1st day of November,  
2021, by Richard Shawn Scott and Cynthia L Scott

of

Madeleine G Perdue

Notary Public

My commission expires: 08/31/2025



ASSIGNEE:

*JAM*  
Jonathan Adam Monk

*SNM*  
Stephanie Nicole Monk

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

STATE OF Virginia )  
County OF Roanoke )  
                            ) To-wit:  
                            )

The foregoing Permit was acknowledged before me this \_\_\_\_\_ day of November  
2021, by Jonathan Adam Monk and Stephanie Nicole Monk

of \_\_\_\_\_, a  
~~Notary Public in the Commonwealth of Virginia~~

*Mark G. Sand*  
Notary Public

My commission expires: 2/29/24

APPALACHIAN POWER COMPANY,  
a Virginia corporation

By:

Elizabeth B. Parcell  
Authorized Signer

STATE OF VIRGINIA

OF \_\_\_\_\_ )  
\_\_\_\_\_) To-wit:  
\_\_\_\_\_)

The foregoing Permit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by Elizabeth B. Parcell, Authorized Signer for Appalachian Power Company, on behalf of the Company.

Notary Public  
My commission expires: \_\_\_\_\_



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Fidelity National Title Insurance Company*



By:

ATTEST

President

Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. 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.*

27C165B46

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

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# Fidelity National Title Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent: Acquisition Title and Settlement Agency, Inc.

Issuing Office: 3140 Chaparral Drive, C-107, Roanoke, VA 24018

ALTA® Universal ID: 1069515

Loan ID Number: 21099971425

Commitment Number: ATS-637-21

Issuing Office File Number: 21-38815-R

Property Address: 280 Chestnut Bluff Lane, Wirtz, VA 24184

Revision Number:

## SCHEDULE A

1. Commitment Date: 09/30/2021 at 8:00 AM
2. Policy to be issued:
  - (a) ALTA Homeowner's Policy  
Proposed Insured: Jonathan Adam Monk  
Proposed Policy Amount: \$602,000.00
  - (b) ALTA Loan Policy  
Proposed Insured: Integrity Home Mortgage Corporation, ISAOA/ATIMA  
Proposed Policy Amount: \$548,250.00
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:  
Richard Shawn Scott and Cynthia L. Scott
5. The Land is described as follows:  
Property description set forth in "Exhibit A" attached hereto and made a part hereof.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By:

DeAnn K Murphy  
Acquisition Title and Settlement Agency, Inc.  
3140 Chaparral Drive  
C-107  
Roanoke, VA 24018  
DeAnn K Murphy  
**Authorized Signatory**

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27C165B46

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# Fidelity National Title Insurance Company

File No. 21-38815-R

Commitment No. ATS-637-21

## 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 Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Richard Shawn Scott and Cynthia L. Scott, a married couple, to Jonathan Adam Monk, an unmarried man, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from Jonathan Adam Monk, an unmarried man, to Integrity Home Mortgage Corporation, securing its loan in the amount of \$548,250.00.

5. 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.
6. Receipt of fully completed Owners' Affidavit.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. A Deed of Trust from Richard Shawn Scott and Cynthia L. Scott to David B. Spigle, Trustee(s), securing an indebtedness to Bank of Botetourt, in the amount of \$294,000.00, dated July 6, 2020 and recorded on July 10, 2020 in Book 1142, Page 1367 in the official records of Franklin County Clerk of Circuit Court to be satisfied and released.
9. Certification that there are no federal judgment liens docketed against Jonathan Adam Monk

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. 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.*

**27C165B46**

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

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# Fidelity National Title Insurance Company

File No. 21-38815-R

Commitment No. ATS-637-21

## 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, attached, 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, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 438, page 1135, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
4. Reservation of easement(s) as set forth in the aforesaid restrictive covenants.
5. No liability is assumed by this Company for the payment of any assessments and/or dues as set forth in the aforesaid restrictive covenants.
6. Subject to the Easement of Appalachian Electric Power Company, recorded in Book 105, Page 449 in the official records of the Franklin County Clerk of Circuit Court.
7. Subject to the Easement of Lee Telephone Company, recorded in Book 136, Page 128 in the official records of the Franklin County Clerk of Circuit Court.
8. Subject to the Easement of Appalachian Power Company, recorded in Book 173, Page 501 in the official records of the Franklin County Clerk of Circuit Court.
9. Subject to the Easement of Lee Telephone Company, recorded on May 17, 1972 in Book 279, Page 458 in the official records of the Franklin County Clerk of Circuit Court.
10. Subject to the Easement of Richard J. Lopresti and Cheryl A. Lopresti, recorded in Book 445, Page 1332 in the official records of the Franklin County Clerk of Circuit Court.
11. Rights of others in and to the use of the appurtenant easement(s) contained in the description set out in the Deed insured under Schedule A hereof.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. 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.*

**27C165B46**

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

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## Fidelity National Title Insurance Company

12. Rights of others in and to the use and enjoyment of Smith Mountain Lake and the waters thereof.
13. Any easements or claims of easements, servitudes, discrepancies, conflict, or shortage in area or boundary lines or any encroachment or protrusions or overlapping of improvements, whether or not appearing in the public records, which would be disclosed by an accurate survey and inspection of the insured premises. This policy provides no coverage for such Survey Matters under Covered Risks 21, 22, 23, and 24. (AS TO OWNER'S POLICY ONLY)
14. Deed of Trust from Jonathan Adam Monk to \_\_\_\_\_, Trustee(s), dated \_\_\_\_\_, recorded \_\_\_\_\_, in the Clerk's Office of the Circuit Court for the County of \_\_\_\_\_, Virginia as Instrument No. \_\_\_\_\_, in trust to secure Integrity Home Mortgage Corporation, in the original amount of \$548,250.00. (WILL APPEAR IN THE OWNER'S POLICY ONLY)
15. The following Endorsements are incorporated herein: ALTA 8.1 & ALTA 9-06. (AS TO THE LENDER'S POLICY ONLY)

**NOTE:** Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."

**NOTE:** This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. 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.*  
**27C165B46**

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





# Fidelity National Title Insurance Company

File No. 21-38815-R

Commitment No. ATS-637-21

## EXHIBIT A Property Description

LOT 2, CONTAINING 0.68 ACRE, according to plat of survey entitled "J.W. Toney Heirs", prepared by J. L. Zeh, C.L.S., dated October 1, 1986, revised November 24, 1986, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 406, at Page 231.

ALSO CONVEYED is the property located between the side lot lines extended to the division line of the adjoining property below the 800 contour line of Smith Mountain Lake; and,

TOGETHER WITH a non-exclusive easement of right of way 50' in width as shown on the above plat of survey to Virginia Secondary Route 670. Reference is made to the easement established by Deeds recorded in the above stated Clerk's Office in Deed Book 248, Page 578; Deed Book 248, Page 581; Deed Book 248, Page 583; Deed Book 248, Page 585; and Deed Book 324, Page 162, for a more complete description of the right of way.

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

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# Fidelity National Title Insurance Company

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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

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## Fidelity National Title Insurance Company

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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27C165B46

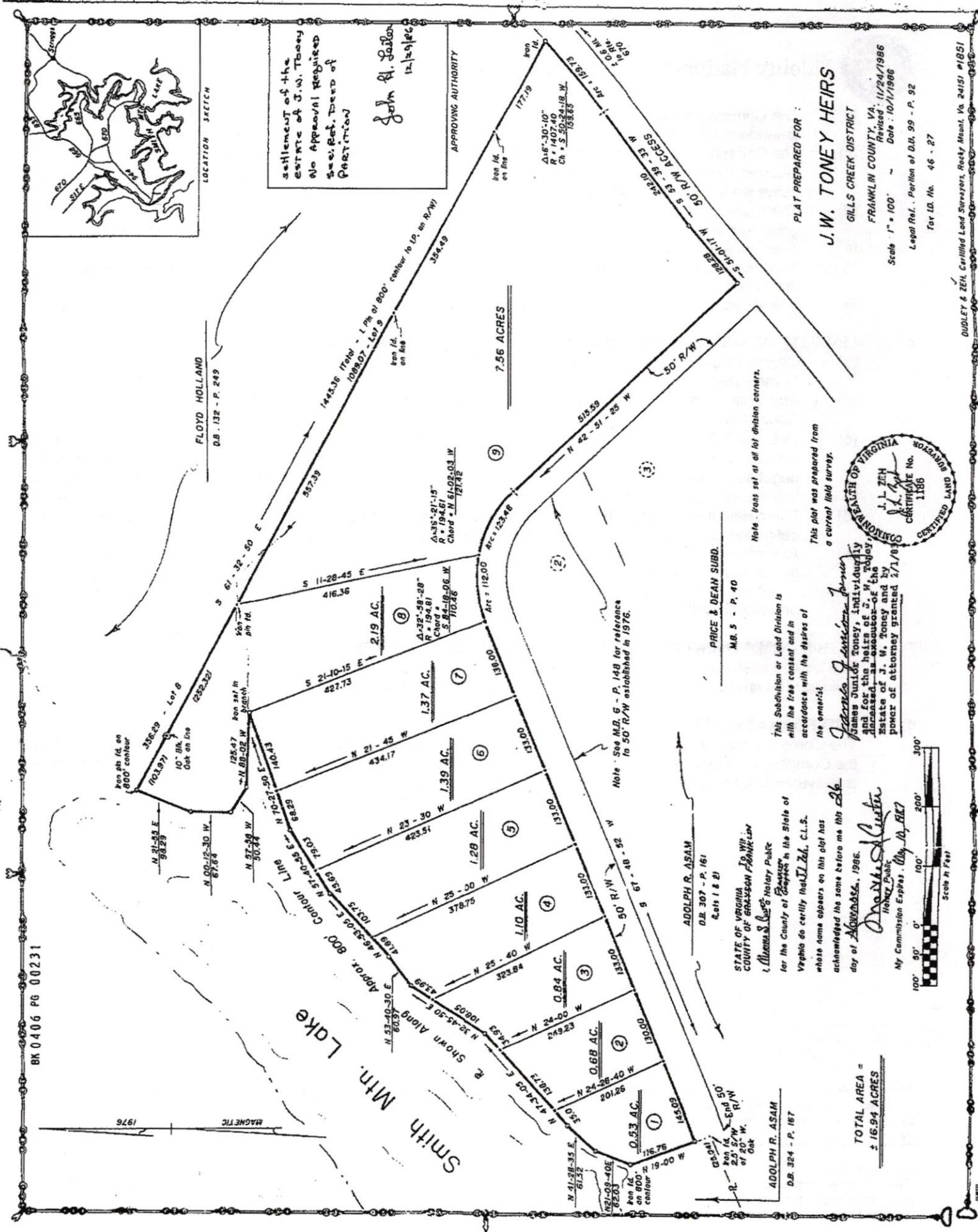
ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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3K 0406 PG 00231



DECLARATION  
OF  
RESTRICTIONS, COVENANTS AND CONDITIONS

THIS DECLARATION made on this the 11<sup>th</sup> day of October, 1988 by SALLIE BROWN GARST and GARY B. GARST her husband, JAMES R. SMITH and AUGUSTINE D. SMITH his wife, and by ADOLF R. ASAM and DORIS W. ASAM his wife.

WITNESSETH:

WHEREAS, Sallie Brown Garst and James R. Smith (hereinafter collectively referred to as "Smith/Garst") are the fee simple owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 (hereinafter referred to as "The Soundings") as shown on that certain plat by J. L. Zeh, C.L.S. dated October 1, 1986, revised November 24, 1986, prepared for the J. W. Toney heirs, said plat of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia (the "Clerk's Office"); and

WHEREAS, Adolf R. Asam ("Asam") is the fee simple owner of Two Tracts of land lying adjacent to The Soundings, more particularly described in a deed recorded in the Clerk's Office in Deed Book 307, page 161 (hereinafter known as "Asam Lots 10 and 11"); and

WHEREAS, a predecessor in interest to Garst/Smith and Asam entered into an agreement to establish a common boundary line between the properties, and to establish a roadway fifty (50) feet in width, the ("Road"), said Road being more particularly described in the agreement recorded in the Clerk's Office in Deed Book 321, page 162; and

WHEREAS, it is in the desire of Garst/Smith and Asam to set forth the manner in which the Road shall be maintained by a homeowner's association; and

WHEREAS, Garst/Smith and Asam for the protection of the value, desirability and attractiveness of the lots owned by Garst/Smith and Asam, and in order that the Lots may be properly developed, desires to impose certain restrictions, covenants and conditions and easements on the Lots.

NOW, THEREFORE, Garst/Smith and Asam hereby declare that Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 of The Soundings and Asam Lots 10 and 11 shall each be held, owned and conveyed subject to, and with concurrent rights in, the following restrictions, covenants, conditions and easements which shall run with the title to the land contained within Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 and Lots 10 and 11 as hereinafter provided.

06478 OCT 12 AM 55

INST. NO. / FOR YEAR 1988

ARTICLE ONE  
DEFINITIONS

1.1 "Association" shall mean and refer to The Soundings Maintenance Association, a unincorporated organization. However, such association may incorporate and that corporation shall adopt a charter and bylaws not inconsistent with this declaration.

1.2 "Lot" or "Lots" shall mean and refer to one or more of the Soundings Lots (1, 2, 3, 4, 5, 6, 7, 8 or 9) or the Asam Lots (10 and 11). However, should Asam or any successor in interest to Asam subdivide Lot 10, or 11, such new lots shall be entitled to all the privileges of the Lots, including voting rights as hereinafter defined, and duties of the Lots, including the payment of Assessments.

1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those holding such interest merely as security for the performance of an obligation.

1.4 "Road" shall mean and refer to the 50 foot easement which is referred to in the agreement recorded in the Clerk's Office in Deed Book 321, page 162, and as shown on the 1976 Plat prepared by J.L. Zeh, C.L.S. and recorded at Map Book 6, page 148, in said Clerk's Office.

ARTICLE TWO  
PROPERTY RIGHTS

2.1 Every Owner shall have and is hereby granted, a perpetual easement of right of way for the purpose of ingress and egress to and from such Owner's Lot over and across the Road which shall be an easement appurtenant to such Lot and shall pass with the title to such Lot.

ARTICLE THREE  
THE SOUNDINGS MAINTENANCE ASSOCIATION

3.1 The Owners of the Lots shall constitute the membership of the Association. Said membership shall be appurtenant to, and may not be separated from, the ownership of the Lots. The owners of the Lots shall be entitled to one vote for each of the lots so owned and shall be exercised by the Owner(s) thereof. In the event title to any Lot is vested in more than one Owner, the vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The membership shall exercise all powers and rights of the Association and except where a larger majority vote is required by this Declaration, shall govern the Association by simple majority vote.

3.2 MAINTENANCE OF THE ROAD. The Association shall be responsible for the maintenance and repair of the Road. The Association shall be responsible for any upgrading, improvement or rebuilding of the Road after the date on which these Articles are recorded, subject to the provisions of Article Four below.

ARTICLE FOUR  
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Each Lot shall be subject to annual assessments or charges and special assessments for capital improvements (sometimes collectively referred to as "Assessments"), which shall be levied by the Association. The Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay such Assessments to the Association. Unpaid Assessments, together with interest at twelve percent (12%) per annum (or such lower rate as may be established by the Association) from the date of levy and reasonable attorney's fees incurred in collection thereof shall be a charge on the land and shall be a continuing lien, inferior and subordinate only to first and second deeds of trust, upon the property against which such Assessment is made. Such unpaid Assessment together with interest and attorney's fees shall also be the personal obligation of the person who was the Owner of the property in question when the Assessment was levied. The personal obligation shall not pass to the successors in title (other than as a lien on the land) of such person unless expressly assumed by them.

4.2 The annual assessments shall be used exclusively to construct, repair and maintain the Road as the case may be. No assessment may be used for any other purpose.

4.3 The initial annual assessment shall be levied by the Association no later than November 1, 1988, and the annual assessment for each succeeding year be levied on or about November 1 of each year.

4.4 Until November 1, 1989, the initial annual assessment shall be Fifty Dollars (\$50.00) per Lot. On and after November 1, 1989, the annual assessment levied by the Association shall be increased each year by ten percent (10%) above the previous year's assessments.

4.5 In addition to the annual assessments authorized above, the Association may levy at any time a special, nonrecurring assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Road, provided that any such special assessment shall have the assent of three-fourths (3/4) of the votes of the members of Association who are voting in person or by proxy at a meeting duly called for such purpose.

4.6 Annual Assessments and special assessments must be fixed at a uniform rate applicable to each Lot and may be collected on a monthly or annual basis as determined by the Association. Notwithstanding the foregoing, a special assessment against one or more Lots may be made as provided for in Section 4.5, if the Road is damaged in connection with the construction of any residence on said Lot or Lots. Said special assessment must be reasonably related to the actual damage caused by the construction. Similarly, if the actions of a Lot owner cause damage other than normal wear and tear, a special assessment may be made.

4.7 Any Assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate set forth in Section 4.1. The Association may bring an action at law against an owner personally obligated to pay the Assessment or may foreclose the lien against the subject property and proceed against the Owner for any deficiency. Each Owner, by his acceptance of a deed to any Lot hereby expressly vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of unpaid Assessments as a legal debt and to enforce the aforesaid lien by all methods allowed by law including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or judgment on real property is enforced. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association and all Owners shall have the power and right to purchase the affected property at a foreclosure sale. No Owner may waive or otherwise escape liability for the Assessments by nonuse or by abandonment of his property.

4.8 The lien of the Assessments shall be subordinate to any first or second deed of trust pledging the affected property to secure performance of an obligation. Sale or transfer of the affected property shall not affect the Assessment lien. However, the sale or transfer of the property pursuant to the foreclosure of a first or second deed of trust shall extinguish the lien of such Assessments which become due prior to the foreclosure sale, but no sale or transfer shall relieve the property from liability for any Assessments thereafter becoming due or from the lien thereof.

#### ARTICLE FIVE EASEMENTS

5.1 There is hereby created a blanket easement upon, across, over and under all of The Soundings Lots for installation, replacement, repair and maintenance of all utilities, and ingress and egress thereto, (including, but not limited to, telephone, electric, natural gas, water, sewer and cable television) for any utility to be provided to The Soundings Lots. By virtue of this easement, it shall be expressly permissible for the utility company in question to erect and maintain the necessary poles and other necessary equipment on the subject property.

5.2 There is hereby created a 20 foot Public Utility Easement ("PUE") for the purpose of relocation of the existing Appalachin Company power lines on the Lots. This PUE shall be located along and adjacent to the Road as defined in Article 1.4 of these Covenants.

5.3 There is hereby created a 15 foot easement for the installation of water lines and sewer lines, said easement to be located along the Road and more particularly described in a revised Plat prepared by J. L. Zeh, C.L.S. dated September 22, 1988, and attached hereto as Exhibit A. Further there is hereby created an easement for the location of a drain field to serve Lot 3, to be located on Lot 4 as indicated on Exhibit A, a drain field to serve Lot

1, which shall be located on Lot 5 as indicated on Exhibit A, and there shall be located on Lot 6 a well which shall serve Lots 4 and 5 said well to be located as indicated by Exhibit A.

5.4 An easement is granted to all police, fire protection, ambulance, garbage and trash pickup vehicles and all similar persons to enter upon the Road in the performance of their duties. Further, an easement is hereby granted to the Association, its agent, and employees, to enter into or to cross over the Road and each Lot to perform all requisite maintenance and repair.

ARTICLE SIX  
RESTRICTIONS

6.1 These Restrictions shall apply to all lots subject to the terms of the agreement, including the Soundings Lots and the Asam Lots.

6.2 Each lot shall constitute a residential building site and shall be used for residential purposes only.

6.3 No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family, and one detached structure to be used as a private garage for not more than three cars. No single-family detached dwelling shall be allowed which has a ground-floor area of less than 1,000 square feet for a one-story dwelling, or less than 1,400 square feet for a two-story dwelling, said space to be finished and heated.

6.4 No trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. Only usual household pets will be allowed on the premises and such pets shall be restricted to the pet owner's lot, and will not be allowed to run at large. No trade materials or inventories may be stored and no trucks or trailers, or inoperative vehicles may be used, stored or regularly parked on the premises. No motor homes, trailers or camping trailers may be occupied or stored on the premises, except that the owner of a residence may park one (1) such unoccupied motor home, trailer or camping trailer on his property, providing it does not obstruct, or distract from, the view of other property owners.

6.5 No building of a temporary character, including specifically house trailers and tents, shall be erected or allowed to remain on any lot, however, that in the course of the construction of a building the contractor or builder may have shelters or storage sheds to protect lumber and building supplies used in the course of construction and for no other purpose, and such use shall last no longer than six months, or until ten (10) days after the completion of the building, whichever shall come first.

6.6 Only "For Sale" signs or other similar signs of suitable design in keeping with the neighborhood shall be allowed.

ARTICLE SEVEN  
GENERAL PROVISIONS

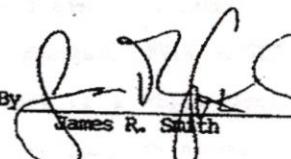
7.1 In the event of any violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner, the Association, the owners of the Lots, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted, written notice of the violation shall be given to the lot owner or his agent at least ten (10) days before instituting such suit. The failure to enforce any right, reservation, restriction, covenant, lien or condition contained in this Declaration, however long continued, shall not be deemed a waiver or a bar to the enforcement of that right, reservation or condition.

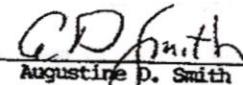
7.2 Invalidation of any one of these restrictions, covenants, conditions or liens by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect.

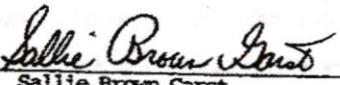
7.3 The restrictions, covenants and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically renewed for successive periods of ten (10) years unless amended or terminated by a three-fourths (3/4) vote of the members of the Association.

7.4 These restrictions, covenants and conditions set forth herein are made for the mutual and reciprocal benefit of each and every Lot subject to this agreement and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective Owners of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the Owner of each such Lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots and their respective owners.

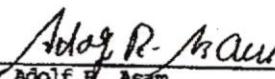
WITNESS the following signatures and seals:

By  (SEAL)  
James R. Smith

By  (SEAL)  
Augustine D. Smith

By  (SEAL)  
Sallie Brown Garst

By  (SEAL)  
Gary B. Garst

By  (SEAL)  
Adolf R. Asam

By  (SEAL)  
Doris W. Asam

MR-2 #157  
01258

INST. NO. / FOR YEAR 1989

WHEREAS, by deed recorded in Deed Book 439, at page 27, Sallie Brown Garst and Gary B. Garst, her husband, were deeded Lot 2 and by deed recorded in Deed Book 439, at page 419 Randy S. Peters and Michelle C. Peters were deeded Lot 3 and by deed recorded in Deed Book 439, at page 1385 Charles W. Malone, III and Susan E. Malone, his wife, were deeded Lot 4, the heretofore described lots being those lots formerly belonging to the J. W. Toney heirs described by plat and survey recorded in Deed Book 404, at page 220, and being the subdivision presently named "The Soundings", said deed books and page references being the Circuit Court Clerk's Office of the County of Franklin, Virginia; and

WHEREAS, in Declaration of Restrictions, Covenants and Conditions of "The Soundings" recorded in the Clerk's Office of the Circuit Court of the County of Franklin, Virginia, in Deed Book 438, at page 135, reference being made to ARTICLE FIVE Paragraph 5.3 an easement from Lot 1 for sewer and septic lines within a 15 foot easement as it adjoins the 50 foot right of way entrance crossing Lots 2, 3, and 4 to Lot No. 5 for a septic easement was stated; and

WHEREAS, it is the intent of the parties of the first part and owners of Lots 2, 3, 4 and 5 to grant an easement to run with the land to the parties of the second part for a septic line from the parties of the second part to owners of Lot 1, to Lot 5.

NOW, THEREFORE,

THIS EASEMENT DEED, made and entered into this the 16<sup>th</sup> day of January, 1989, by and between SALLIE BROWN GARST and GARY B. GARST, her

LAW OFFICES  
DAVIS, RUFF  
& McCUTCHEON  
ROCKY MOUNT, VA.

husband, and RANDY S. PETERS and MICHELLE C. PETERS, his wife, and CHARLES W. MALONE, III and SUSAN E. MALONE, his wife, parties of the first part, and RICHARD J. LOPRESTI and CHERYL A. LOPRESTI, his wife, or survivor, parties of the second part;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors herein do hereby deed, grant and convey unto RICHARD J. LOPRESTI and CHERYL A. LOPRESTI, his wife, as tenants by the entirety with the right of survivorship as at common law, parties of the second part, an easement to run with the land across their properties within that 15 foot strip as it adjoins the entrance road to "The Soundings" subdivision as described according to plat and survey of the J. W. Toney heirs recorded in Deed Book 406, at page 220, said 15 foot easement is to be used for septic lines for the owners of Lot 1, parties of the second part herein, to Lot No. 5 and also granted by the parties of the first part herein is the right of the parties of the second part to enter the 15 foot easement for maintaining and repairing of the septic lines and for the general upkeep and this easement is to run with the land.

TO HAVE AND TO HOLD SAID EASEMENT, unto the said RICHARD J. LOPRESTI and CHERYL A. LOPRESTI, his wife, or survivor, their heirs and assigns forever in fee simple.

WITNESS the following signatures and seals.

LAWOFFICES  
DAVIS, RUFF  
& McCUTCHEON  
ROCKY MOUNT, VA.

Sallie Brown Garst (SEAL)  
SALLIE BROWN GARST

Gary B. Garst (SEAL)  
GARY B. GARST

Randy S. Peters (SEAL)  
RANDY S. PETERS

Michelle C. Peters (SEAL)  
MICHELLE C. PETERS

Charles W. Malone, III (SEAL)  
CHARLES W. MALONE, III

Susan E. Malone (SEAL)  
SUSAN E. MALONE



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

The foregoing Deed was acknowledged before me this 16th day of  
January, 1989, by Sallie Brown Garst and Gary B. Garst,  
her husband.

My commission expires Sept. 28, 1990.  
Lorraine R. Allman  
NOTARY PUBLIC

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

LAW OFFICES  
DAVIS, RUFF  
& McCUTCHEON  
ROCKY MOUNT, VA.



The foregoing Deed was acknowledged before me this 25<sup>th</sup> day of January, 1989, by Randy S. Peters and Michelle C. Peters, his wife.

My commission expires \_\_\_\_\_

My Commission Expires Feb. 19, 1990

John J. Hammond

NOTARY PUBLIC

STATE OF Virginia

COUNTY/SHIRE OF Franklin, to-wit:

The foregoing Deed was acknowledged before me this 26<sup>th</sup> day of January, 1989, by Charles W. Malone, III and Susan E. Malone, his wife.

My commission expires \_\_\_\_\_

July 24, 1992

John J. H. Switzer

NOTARY PUBLIC

ST. TAX 58.1-801 (039)	\$ .15
LOCAL TAX (213)	\$ .05
TRANSFER FEE (212)	\$
CLERK'S FEE (301)	\$ 10.00
PLATS (301)	\$
ST. TAX 58.1-802 (038)	\$
LOCAL 58.1-802 (220)	\$
LOCAL 58.1-802 (223)	\$
TOTAL:	\$ 10.80

In the Clerk's Office of the Circuit Court of Franklin County, Va., this 2 day of March, 1989, this instrument was presented with the certificate of acknowledgement annexed & admitted to record at 11:57 A.M. The tax imposed under Sec. 58.1-802 has been paid.

Teste: *H. J. Walker, Jr.*, Clerk.

Mr. J.W. Joney  
At P. Redwood, V.F.  
(Name)  
(Address)

Eas. No. R/W Map No.  
W.O. No. 4519697 / Temp. Prop. No. 15

RECEIVED OF APPALACHIAN ELECTRIC POWER COMPANY, a corporation, the sum of One Dollar (\$1.00) in consideration of which J.W. Joney and Annie B. Joney, his wife,

hereby grant and convey unto said Appalachian Electric Power Company, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said poles on and over our lands, with services and extensions therefrom, situate in the District of Giles County, County of Occoneechee, and State of Virginia, and bounded: On the North by the lands of Blackwater River  
On the East by the lands of Blackwater River  
On the South by the lands of Mrs. Clara M. Smith  
On the West by the lands of Mrs. Clara M. Smith  
with the right of ingress and egress to and from and over said premises.

449  
668

E 8/1/46  
Clerk

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

TO HAVE AND TO HOLD the same unto said Appalachian Electric Power Company, its successors and assigns. It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

This agreement is dated the 21 day of January, 1946,

WITNESS the following signatures and seals.

WITNESS:

Lewis D. Evans  
Roanoke, V.F.

J.W. Joney (SEAL)  
Annie B. Joney (SEAL)  
(SEAL)  
(SEAL)

STATE OF VIRGINIA,  
COUNTY OF Franklin  
I, Lewis D. Evans  
certify that J.W. Joney  
of the said J.W. Joney Jan.  
on the 21 day of Jan.  
in my said county.

} TO-WIT:-

, a Notary Public in and for the County and State aforesaid, do  
and Annie B. Joney the wife  
, whose names are signed to the writing hereto annexed bearing date  
, 1946 have this day acknowledged the same before me

I further certify that my commission as Notary Public will expire on the 20 day of Dec., 1949.  
Given under my hand this 21 day of Jan. 1946

Lewis D. Evans  
Notary Public within and for the state of Virginia

STATE OF VIRGINIA,  
COUNTY OF  
I,  
certify that  
of the said  
on the 21 day of  
in my said county.

} TO-WIT:-

, a Notary Public in and for the County and State aforesaid, do  
and Annie B. Joney the wife  
, whose names are signed to the writing hereto annexed bearing date  
, 1946 have this day acknowledged the same before me

I further certify that my commission as Notary Public will expire on the 20 day of Dec., 1949.  
Given under my hand this 21 day of Jan. 1946

Notary Public within and for the state of Virginia

VIRGINIA, Franklin COUNTY, to-wit:

In the office of the Clerk of the Circuit Court the 20 day of April, 1946, this deed was presented  
and with the certificate annexed, admitted to record at 10:30 A.M.

Teste,

J.W. Joney, Clerk.

(767)  
Filed to file  
Robert  
Holcomb  
Spots 55  
Edwin Green  
Clerk

GENERAL PERMIT Permit 136 Page 128

\$100

Received of LEE TELEPHONE COMPANY  
\$100.00  
One and No-1.00 Dollars in consideration of which ..... hereby grant unto said Company, its successors and assigns, the right, privilege, and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures upon, over and across the premises which ..... own, or in which ..... have an interest, in the District of Billy Creek,  
County of Franklin, and State of Virginia, and upon and along the roads, streets or highways adjoining the said property, said sum is received in full payment for said right, and also for the right to permit the attachment of the wires of any other company, or person to said poles and fixtures, and right to trim and cut trees along said lines so as to clear and keep the wires cleared at least 10 feet, and the right to cut all trees that in falling would reach the wires, and the further right to erect and set the necessary guy and brace poles and anchors, and to attach thereto to trees the necessary guy wires, said sum being received in full payment therefor.

Witness My hand and seal this 1 day of February A.D. 1955, at White - R.F.D. 1  
(Exact Office Address)  
Witness Robert Holcomb J. W. Toney  
(Land Owner)  
Witness

STATE OF VIRGINIA

COUNTY A of FRANKLIN to-wit:  
I, Robert Holcomb  
a Notary Public  
for the State at large aforesaid, in the State of Virginia, do certify that  
J. W. Toney  
whose name is signed to the foregoing writing  
bearing date on the 1st day of February 19 55 has acknowledged  
the same before me in my State aforesaid.  
Given under my hand this 1st day of February 19 55.  
Robert Holcomb  
Notary Public.

My Commission Expires April 1st 19 58.

VIRGINIA, FRANKLIN COUNTY, T. 10  
In the office of the Clerk of the Circuit Court for the County of Franklin the 18 day of  
May, 19 55 this deed was presented, and with the certificate annexed  
admitted to record at 1:30 P.M.  
Teste Edwin Green Clerk

(248)  
Mailed  
6. Lesser C.  
2-24-60  
John S. Hall  
per

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

Parcel No. 464

Document No. \_\_\_\_\_

THIS DEED made the 9 day of FEBRUARY, 1960, by and between  
J. W. TONEY and ANNIE B. TONEY, HIS WIFE

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

## WITNESSETH THAT:

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

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

On the Northeast, by J. H. Holland,

On the Southeast, by L. B. Hollyfield,

On the Northwest, by M. R. Plyton, and

On the Southwest, by J. Edwin Greer @ Blackwater River,

containing 142 acres, more or less; being the same land conveyed ~~as~~ by two deeds to J. W. Toney  
by (1) Ollie W. Brown, et vir by deed dated 19 42  
by (2) Roy S. Smith, et ux by deed dated 19 46, and of record in the Office of the Deed  
Clerk of the Circuit Court of Franklin County, Virginia in Deed  
Book 99 at page 9  
Book 107 at page 329, to which deed reference is hereby made for a description of said land; and being all of Grantors' land located on, in, and/or near said river and/or its tributaries in the County aforesaid.

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

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

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

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

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

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

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

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

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

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

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

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

BOOK 173 PAGE 503

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

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

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

## WITNESS TO HIS MARK

UNION HALL  
HAS  
(SEAL)  
J. W. T. Toney  
MARK  
(SEAL)  
F. D. Loyalty, Bradley, & Co. —  
Pursue B. T. Toney  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF VIRGINIA

COUNTY OF Franklin } To-wit:

I, James B. English, a Notary Public in and for the County and State aforesaid, do certify that J. H. Long and Daniel C. Long are my

whose names are  
signed to the writing hereto annexed bearing date on the 9th day of Feb, 1960,  
have acknowledged the same before me in my said County.

My Commission expires on the 9<sup>th</sup> day of Sept, 1965.

Given under my hand this 9th day of Sept., 1960

Frederick P. Englehardt  
Notary Public

STATE OF VIRGINIA

### COUNTRY OF



Journal of Aging Studies, 2000, 14, 111-120

1,    Notary Public in and for the County and State

signed to the writing hereto annexed bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
have acknowledged the same before me in my said County.

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

With Revenue Stamps of the value  
of 665 placed in same and  
cancelled according to law.

Notary Public

VIRGINIA, FRANKLIN COUNTY, To Will

In the Office of the Clerk of the Probate Court for the County of Franklin the 10 day of  
January 1960 this a-cd was presented, and with the certificate annexed  
admitted to record at 10:30 o'clock M.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: BOOK 279 PAGE 458

That, for valuable consideration hereby acknowledged, the undersigned hereby grants and conveys unto Lee Telephone Company, its successors and assigns forever, a right of way easement to construct, install, operate, maintain, replace and remove a communication system consisting of such towers, poles, fixtures, guys, anchors, wires, cables, buried cables, buried wires, posts, terminals, location markers, conduits, manholes and other appurtenances, as the grantee may, from time to time, require upon, under, across and over certain land owned by the grantor or in which the grantor has an interest, situated in the District of Mill Creek, County of Franklin, State of Virginia, and more particularly described as follows, to wit: (Give width and location of easement strip.)

1206

Mailed Grantee 6-14-72  
S. Howell Dep. Clerk

Private off  
Easement being 15' in width along State Road 670 varying in distance from right of way of said State Road from feet to feet, and the right to bury service wire from the nearest pedestal to any building on this property in which telephone service is to be rendered.  
Bound on the north by property of Lloyd Holland  
Bound on the south by property of Lloyd Mountain Lake  
Bound on the east by property of Lloyd Holland  
Bound on the west by property of W. B. Plyburn

and upon, under, along and over the roads, streets and highways adjoining the said land.

The easement hereby granted includes the right of ingress and egress over, under and across the lands of the grantor for the purpose of exercising the rights herein granted, the right to open and close fences, the right to trim, top, retrim and retop, or cut any trees or brush along said right of way now or at any time so as to give and maintain a clearance of at least 10 feet for all wires and facilities, and the right to carry in said system the wires, cables, circuits and appurtenances of any other person or communication or electric company.

Post Office Address of Grantor: West, Va. Route 1

IN WITNESS WHEREOF, we have set our hands and seals this 17 day of May, 19 72.

IN THE PRESENCE OF:

James J. Toney

Mrs. J. W. Toney (SEAL)  
(SEAL)

Witness

Grantor

ACKNOWLEDGMENT OF GRANTOR

State of Virginia, County of Franklin, to wit:

I, Floyd T. Trent, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Mrs. J. W. Toney whose name is signed to the writing above bearing date of the 17 day of May, 19 72, has acknowledged the same before me in my County aforesaid.

Given under my hand this 17 day of May, 19 72.

Floyd T. Trent  
Notary Public

My Commission expires April 23, 19 75.

In the Clerk's Office of the Circuit Court of Franklin County, Virginia, this instrument is admitted to record on the 6 day of June, 19 72 at 10 A.M. and with the certificate of acknowledgment thereto annexed. The taxes imposed by Sec. 58-54 and Sec. 58-54.1 of the Code of Virginia, in the amount of \$ — have been paid.

Teste: Tom J. Walker Jr. Clerk

STATE OF VIRGINIA

CITY OF ROANOKE, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of October, 1988, by James R. Smith.

My commission expires: Sept. 28, 1990

Lorraine R. Allman

Notary Public



STATE OF VIRGINIA

CITY/COUNTY OF Roanoke, TO-WIT:

The foregoing instrument was acknowledged before me this 11th day of October, 1988, by Augustine D. Smith.

My commission expires: Sept. 28, 1990

Lorraine R. Allman

Notary Public



STATE OF VIRGINIA

CITY OF ROANOKE, TO-WIT:

The foregoing instrument was acknowledged before me this 10th day of October, 1988, Sallie Brown Garst and Gary B. Garst.

My commission expires: Sept. 28, 1990

Lorraine R. Allman

Notary Public



STATE OF VIRGINIA

CITY OF ROANOKE, TO-WIT:

The foregoing instrument was acknowledged before me this 10th day of October, 1988, by Adolf R. Asam and Doris W. Asam.

My commission expires: Sept. 28, 1990

Lorraine R. Allman

Notary Public



ST. TAX 58.1-801 (039)	\$ _____
LOCAL TAX (213)	\$ _____
TRANSFER FEE (212)	\$ _____
CLERK'S FEE (301)	\$ 17.00
PLATS (301)	\$ _____
ST. TAX 58.1-802 (038)	\$ _____
LOCAL 58.1-802 (220)	\$ _____
LOCAL 58.1-802 (223)	\$ _____
TOTAL:	\$ 17.00

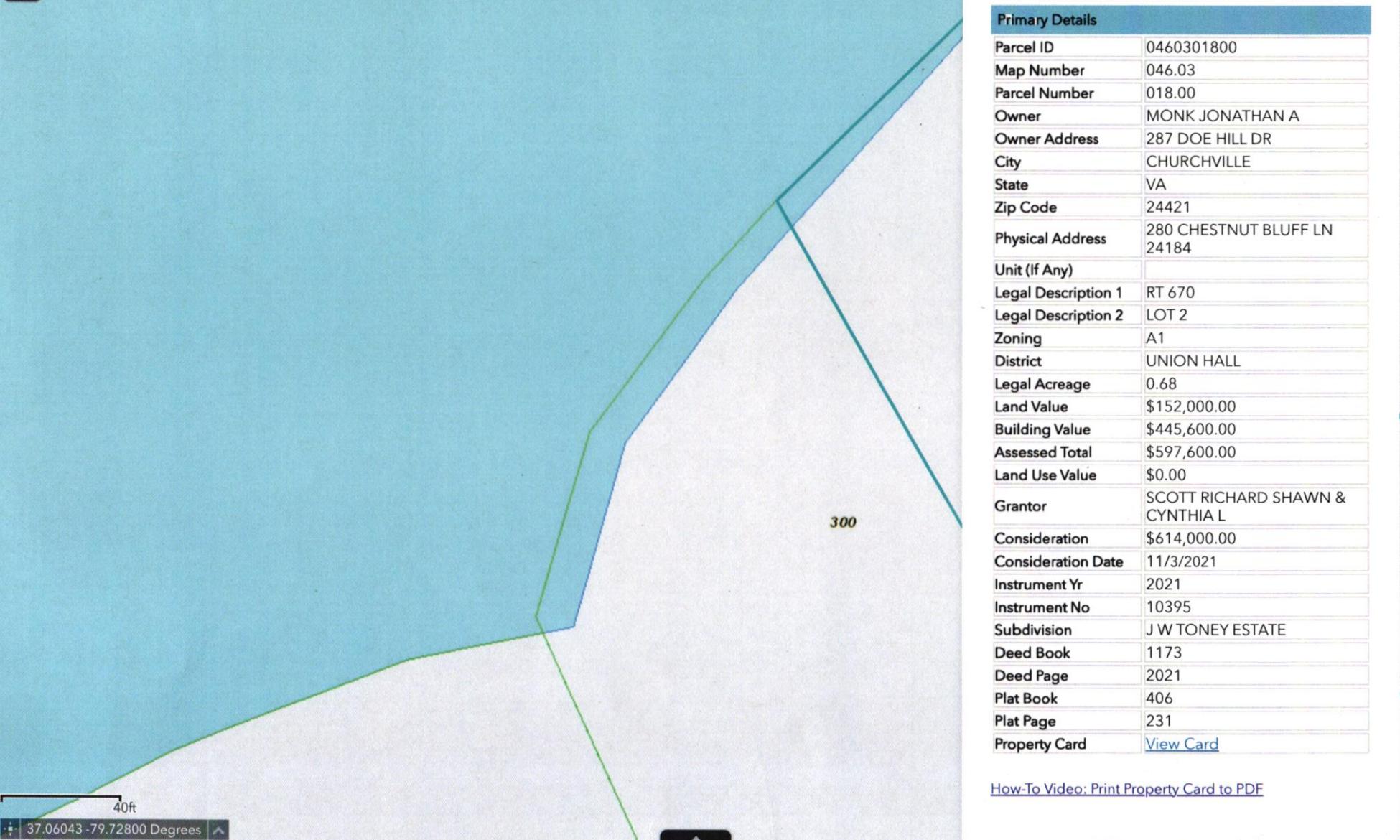
In the Clerk's Office of the Circuit  
Court of Franklin County, Va., this  
12 day of October, 1977, this  
instrument was presented with the  
certificate of acknowledgement annexed  
& admitted to record at 11:55, A.M.  
The tax imposed under Sec. 58.1-802  
has been paid.

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



280 CHESTNUT BLUFF LN X 🔍

Show search results for 280 CH...



## Side Info Panel

(2 of 2)

◀ [Clear](#)[Zoom to](#) [Clear Selected](#) ...

Tax Parcel: 0460301800

## Primary Details

Parcel ID	0460301800
Map Number	046.03
Parcel Number	018.00
Owner	MONK JONATHAN A
Owner Address	287 DOE HILL DR
City	CHURCHVILLE
State	VA
Zip Code	24421
Physical Address	280 CHESTNUT BLUFF LN 24184
Unit (if Any)	
Legal Description 1	RT 670
Legal Description 2	LOT 2
Zoning	A1
District	UNION HALL
Legal Acreage	0.68
Land Value	\$152,000.00
Building Value	\$445,600.00
Assessed Total	\$597,600.00
Land Use Value	\$0.00
Grantor	SCOTT RICHARD SHAWN & CYNTHIA L
Consideration	\$614,000.00
Consideration Date	11/3/2021
Instrument Yr	2021
Instrument No	10395
Subdivision	J W TONEY ESTATE
Deed Book	1173
Deed Page	2021
Plat Book	406
Plat Page	231
Property Card	<a href="#">View Card</a>

[How-To Video: Print Property Card to PDF](#)



# Franklin County, VA

## Property Information



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

Tax Map #:	0460301800			Card:	1		
911 Address:	280 CHESTNUT BLUFF LN						
Owner:	MONK JONATHAN A						
Owner Address:	287 DOE HILL DR CHURCHVILLE VA 24421						
Consideration:	\$614,000	Sale Date:	11/02/2021				
Grantor:	SCOTT RICHARD SHAWN & CYNTHIA L						
Deed Book/Page	Plat Book/Page		Instrument				
1173/2021	406/231		10395				
<b>Total Assess Valued</b>	<b>Land Value</b>		<b>Improvement Value</b>		<b>Land Use Program Value</b>		
\$597,600	\$152,000		\$445,600		\$0		
Acreage:	0.68	Zoning:	A1				
Occupancy:	Use Class:						
DWELLING	SINGLE FAMILY						
	SUBURB						
Right of Way:	PRIVATE	Surface:	GRAVEL				
Terrain:	ON GRADE	Characteristic:	STEEP				
Water:	WELL	Sewer:	SEPTIC				
Stories:	2	Year Built:	1990	Age:	34		
Total Rooms:	6	Bed Rooms:	3	Bath Rooms	Full: 3 Half: 1		
Heat:	HEAT PUMP	Foundation:	FRAME	Exterior Walls:	CEDAR SIDING		
Gas:	NO	Roof Type:	GABLE	Interior Walls:	DRYWALL		
A/C:	YES	Electric:	YES	Roofing:	COMPOSITION SHINGLE	Flooring:	WOOD FLOORING,CARPET
Fireplaces:	1	Flues:	0	Base Living Area:	960	Total Living Area:	2226
Finished Bsmt Sq Ft:	960						
Land Description		Unit Size	Unit Value	Unit Method	Unit Adj.	Unit Total	Utility Value
HOMESITE DEFAULT		0.68	\$140,000		0	\$140,000	\$12,000

Improvement Description	Unit Length	Unit Width	Unit Condition	Unit Value
BOAT HOUSE	24	12		\$11,520
FRAME WALKWAY	0	0		\$3,000
DOCK	12	20		\$3,360
DOCK COVERED	24	24		\$23,040
DECK DETACHED	0	0		\$600
FLOATING DOCK	12	22		\$3,696
METAL CARPORT	31	21		\$400
STORAGE ON DOCK	0	0		\$1,000

### Transfer History

Grantor	Grantee	Deed Ref	Instrument Type	Instrument Year	Instrument Num	Transfer Date	Consideration
TERRY DOUGLAS N & CAROLE S	SCOTT RICHARD SHAWN & CYNTHIA L	1080/809	DB	2016	#4452	7/28/2016	\$350,000
GARST SALLIE BRONW	TERRY DOUGLAS N & CAROLE S 677/1262			0	#0	7/6/2000	\$178,000
	GARST SALLIE BRONW	439/27		0	#0	10/19/1988	\$14,925
	HOLLAND MADELINE T	406/220		0	#0	12/29/1986	\$0
	SMITH JAMES R & GARST SALLIE BROWN	406/236		0	#0	12/29/1986	\$8,333

### Legal Description:

RT 670  
LOT 2

