

**RAIGHEAD  
&  
ASSOCIATES**  
Designers, Construction Managers

December 5, 2016

Mr. Steve Sandy, Director  
Planning and Community Development  
1255 Franklin Street, Suite 103  
Rocky Mount, VA. 24151

RE: Special Use Permit for  
Smith Mountain Lake Marine Volunteer Fire and Rescue, Inc.  
Tax Map # 0150007301

Dear Mr. Sandy

Attached is our request for a special use permit for the above property. The property is currently owned by Smith Mountain Marine Fire and Rescue, Inc. The Special Warranty Deed of Gift is attached as part of this submittal. The current property is vacant and zoned R-1. The lot contains approximately 6 acres of land and the proposed master plan anticipates the development of approximately 4 acres with the remaining 2 acres left as undisturbed vegetation.

Access to the site would be from Oak Grove Drive ( State Route 978 ) by a private drive thru a 60' Right of Way. The Ingress and Egress Easement for this parcel is attached as part of this submittal. The proposed site improvements would consist of a new drive, a long range future Heliport, a fuel dispensing area and tanks for the private use of the Rescue Vehicles, a 4000 square foot future storage building, a three phase construction of the primary building on site consisting of 2800 square foot phase one building, a two story 9600 square foot phase two building , a one story 2800 square foot final addition and two phase dock access as shown.

The proposed site concept plan is attached showing the general locations and size of the proposed development along with the proposed septic field, well location, and parking areas. Final layouts will be subject to final site grading, lighting and storm water quality and quantity design.

The planned use is to allow for the development to provide a permanent location for the Smith Mountain Marine Volunteer Fire and Rescue operations. Appalachian Power feels strongly on allowing this project to proceed due to the donation of the land for the proposed use. It will greatly increase the level of safety and response to any conditions, Fire, rescue, contamination concerns, etc by water access to developed property along the lake front.

We therefore request the special use permit be issued for the proposed use and the increased safety this facility will provide for.

Sincerely  
  
Ray Craighead, Architect

RAY CRAIGHEAD, ARCHITECT • 3536 BRAMBLETON AVENUE, S.W. • ROANOKE, VA 24018 • (540) 774-5326

- > Special use permit is effective immediately after action by the Board of Supervisors
- > Special use permits expire in 18 months if there is no commencement of the use or related activity

**FRANKLIN COUNTY  
PETITION/APPLICATION FOR SPECIAL USE PERMIT**

(Type or Print)

I/We, SMITH MOUNTAIN LAKE MARINE VOLUNTEER FIRE & RESCUE, 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 as described below:

1. Petitioners Name: Ray Craighhead, Architect, (Agent for owner)
2. Property Owner's Name: SMITH MOUNTAIN LAKE MARINE VOLUNTEER FIRE & RESCUE, INC.  
Phone Number: 540-721-5585  
Address: P.O. Box 899  
Smith Mountain Lake, VA. Zip: 24101
3. Exact Directions to Property from Rocky Mount: See Attached. Attachment 'A'
4. Tax Map and Parcel Number: 0150007301
5. Magisterial District: \_\_\_\_\_
6. Property Information:
  - A. Size of Property: 6.090 Acres County has 6.134 on tax map.
  - B. Existing Zoning: ~~XXXXXXXXXX~~ R-1
  - C. Existing Land Use: Vacant
  - D. Is property located within any of the following overlay zoning districts:  
 \_\_\_ Corridor District \_\_\_ Westlake Overlay District \_\_\_ Smith Mountain Lake Surface District
  - E. Is any land submerged under water or part of a lake? Yes  No  If yes, explain.  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Proposed Special Use Permit Information:
  - A. Proposed Land Use: FIRE & RESCUE FACILITY.
  - B. Size of Proposed Use: Phase 1: 2800 sf. Phase 2 - 9600 sf  
Phase 3 - 2800 sf.
  - C. Other Details of Proposed Use: \_\_\_\_\_  
OPTIONAL FUTURE HELIPORT, FUEL (PRIVATE) DISPENSING  
& FUTURE 4000 SF STORAGE BUILDING.

Checklist for completed items:

- Application Form
- Letter of Application
- List of Adjoining Property Owners and Addresses
- Concept Plan
- Application Fee

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

Petitioner's Name (Print): Raymond Craighood

Signature of Petitioner: [Signature]

Date: 12.5.2016

Mailing Address: 3536 Branckleton Avenue  
Rozantke, VA.

Telephone: 540-774-5326

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

President Owner's Name (Print): Tom Lovegrove

Signature of Owner: \_\_\_\_\_

Date: 12.5.2016

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

Time: \_\_\_\_\_

Clerk's Initials: \_\_\_\_\_

CHECK #: \_\_\_\_\_

RECPT. #: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

Part of Tax Map # 15. - 73.1

This Document Was Prepared By:  
Kenneth E. McDonough  
Assistant General Counsel  
American Electric Power  
1 Riverside Plaza  
Columbus OH 43215  
for Appalachian Power Company

This is a Deed of Gift as provided in Section 58.1-511(D) of the Code of Virginia of 1950, as amended, and as such is exempt from recordation tax.

**SPECIAL WARRANTY DEED OF GIFT**

THIS SPECIAL WARRANTY DEED OF GIFT, made this 22 day of DECEMBER, 2005, by and between APPALACHIAN POWER COMPANY, a Virginia corporation, having an office at 700 Morrison Road, Gahanna, OH 43230, ("Grantor"), and SMITH MOUNTAIN LAKE VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC., a Virginia non-profit corporation, having a tax mailing address at P.O. Box 623, Moneta, VA 24121, ("Grantee" or "VFD").

WITNESSETH

THAT, for valuable consideration, the receipt whereof is hereby acknowledged, subject to the exceptions, reservations, and conditions hereinafter set forth, Grantor does hereby GRANT, CONVEY AND DONATE, with Special Warranty Covenants of Title, unto Grantee, that certain tract or parcel of land situate on the Roanoke River and Smith Mountain Lake, in the Gills Creek Magisterial District, in the County of Franklin, State of Virginia, more particularly described as follows:

All that certain tract or parcel of land located approximately 125 feet northeast of the cul-de-sac of Oak Grove Drive (Virginia Route 978), in the Gills Creek Magisterial District of Franklin County, Virginia, and bordering the impounded waters of Smith Mountain Lake and more particularly described as follows:

Beginning at an iron pin found on the northeast right of way of Route 978, also known as Oak Grove Dr., being a common corner to Twin Coves Partnership (see plat of Hales Ford Estates recorded in DB. 386 PG. 637) and Franklin Real Estate Company, thence

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with the right of way of Oak Grove Drive South 30 degrees 14 minutes 46 seconds East 293.84 feet to an iron; thence a curve to the left having a chord of South 55 degrees 54 minutes 18 seconds East 21.65 feet to an iron; thence a curve to the right having a chord of South 40 degrees 36 minutes 57 seconds East 72.10 feet to an iron; thence leaving Oak Grove Drive and with the south side of the lands of Franklin Real Estate Company along the south line of a new 60' right of way easement North 43 degrees 57 minutes 05 seconds East 123.61 feet to an iron pin at the northwest corner of the parcel being herein described and being the TRUE POINT OF BEGINNING;

THENCE with the south line of the lands of Franklin Real Estate Company along the south line of a new 60' right of way easement, along a curve to the right having a radius of 370.00 feet and an arc length of 103.58 feet, and being subtended by a chord of North 51 degrees 58 minutes 16 seconds East for a distance of 103.24 feet;

THENCE North 59 degrees 59 minutes 26 seconds East 271.29 feet to an iron pin found at the southwest corner of the lot now or formerly leased to the Flotilla 81 Corporation by Franklin Real Estate Company;

THENCE North 50 degrees 16 minutes 56 seconds East for a distance of 296.19 feet to an iron pin found on the 800' Contour;

THENCE leaving the lot line of Flotilla 81 Corporation and with the 800' Contour the following sixty eight (68) courses and distances:

1. THENCE South 33 degrees 17 minutes 22 seconds East for a distance of 29.24 feet to a 60d nail;
2. THENCE South 75 degrees 59 minutes 59 seconds East for a distance of 26.37 feet to a 60d nail;
3. THENCE South 20 degrees 35 minutes 27 seconds East for a distance of 15.38 feet to a 60d nail;
4. THENCE North 65 degrees 33 minutes 13 seconds East for a distance of 15.40 feet to a 60d nail;
5. THENCE South 59 degrees 41 minutes 18 seconds East for a distance of 25.23 feet to a 60d nail;
6. THENCE South 61 degrees 46 minutes 07 seconds East for a distance of 24.32 feet to a 60d nail;
7. THENCE North 89 degrees 21 minutes 39 seconds East for a distance of 17.14 feet to an iron pin;

8. THENCE South 38 degrees 47 minutes 52 seconds East for a distance of 55.91 feet to a 60d nail;
9. THENCE South 08 degrees 57 minutes 27 seconds East for a distance of 27.71 feet to a 60d nail;
10. THENCE South 13 degrees 29 minutes 48 seconds West for a distance of 40.56 feet to a 60d nail;
11. THENCE South 12 degrees 33 minutes 53 seconds West for a distance of 15.50 feet to a 60d nail;
12. THENCE North 76 degrees 28 minutes 59 seconds West for a distance of 18.36 feet to a 60d nail;
13. THENCE South 38 degrees 33 minutes 18 seconds East for a distance of 21.83 feet to a 60d nail;
14. THENCE South 17 degrees 42 minutes 40 seconds West for a distance of 31.61 feet to an iron pin;
15. THENCE North 89 degrees 03 minutes 14 seconds West for a distance of 29.38 feet to a 60d nail;
16. THENCE North 65 degrees 21 minutes 57 seconds West for a distance of 22.51 feet to a 60d nail;
17. THENCE South 55 degrees 27 minutes 33 seconds West for a distance of 8.22 feet to a 60d nail;
18. THENCE North 87 degrees 20 minutes 40 seconds West for a distance of 26.98 feet to a 60d nail;
19. THENCE South 63 degrees 57 minutes 57 seconds West for a distance of 39.47 feet to a 60d nail;
20. THENCE South 40 degrees 43 minutes 03 seconds West for a distance of 6.93 feet to a 60d nail;
21. THENCE South 10 degrees 28 minutes 12 seconds East for a distance of 11.05 feet to a 60d nail;
22. THENCE South 37 degrees 41 minutes 27 seconds West for a distance of 11.00 feet to a 60d nail;

23. THENCE South 00 degrees 43 minutes 02 seconds East for a distance of 24.68 feet to a 60d nail;
24. THENCE South 52 degrees 02 minutes 08 seconds West for a distance of 14.94 feet to a 60d nail;
25. THENCE South 39 degrees 44 minutes 14 seconds East for a distance of 14.43 feet to an iron pin;
26. THENCE South 52 degrees 07 minutes 15 seconds West for a distance of 10.33 feet to a 60d nail;
27. THENCE South 09 degrees 42 minutes 37 seconds East for a distance of 19.78 feet to a 60d nail;
28. THENCE South 08 degrees 29 minutes 35 seconds West for a distance of 22.47 feet to a 60d nail;
29. THENCE South 14 degrees 02 minutes 31 seconds West for a distance of 21.04 feet to a 60d nail;
30. THENCE South 61 degrees 17 minutes 47 seconds West for a distance of 16.46 feet to a 60d nail;
31. THENCE South 36 degrees 51 minutes 28 seconds East for a distance of 12.33 feet to a 60d nail;
32. THENCE South 00 degrees 31 minutes 24 seconds West for a distance of 7.38 feet to a 60d nail;
33. THENCE South 64 degrees 51 minutes 28 seconds West for a distance of 12.97 feet to a 60d nail;
34. THENCE South 48 degrees 25 minutes 58 seconds East for a distance of 13.63 feet to a 60d nail;
35. THENCE South 23 degrees 51 minutes 37 seconds West for a distance of 7.55 feet to a 60d nail;
36. THENCE South 36 degrees 26 minutes 12 seconds East for a distance of 9.67 feet to a 60d nail;
37. THENCE South 44 degrees 09 minutes 54 seconds West for a distance of 11.98 feet to a 60d nail;

38. THENCE South 46 degrees 46 minutes 08 seconds East for a distance of 19.21 feet to a 60d nail;
39. THENCE South 26 degrees 16 minutes 16 seconds East for a distance of 39.89 feet to a 60d nail;
40. THENCE South 22 degrees 48 minutes 06 seconds East for a distance of 26.25 feet to a 60d nail;
41. THENCE South 20 degrees 25 minutes 20 seconds East for a distance of 31.11 feet to an iron pin;
42. THENCE South 03 degrees 43 minutes 22 seconds West for a distance of 21.34 feet to a 60d nail;
43. THENCE South 49 degrees 50 minutes 47 seconds West for a distance of 7.19 feet to a 60d nail;
44. THENCE South 15 degrees 48 minutes 19 seconds West for a distance of 33.65 feet to a 60d nail;
45. THENCE South 34 degrees 30 minutes 06 seconds West for a distance of 48.82 feet to a 60d nail;
46. THENCE South 52 degrees 58 minutes 44 seconds West for a distance of 29.71 feet to a 60d nail;
47. THENCE South 39 degrees 49 minutes 40 seconds West for a distance of 61.57 feet to an iron pin;
48. THENCE South 36 degrees 43 minutes 24 seconds West for a distance of 55.19 feet to a 60d nail;
49. THENCE South 36 degrees 18 minutes 08 seconds West for a distance of 54.22 feet to a 60d nail;
50. THENCE South 53 degrees 10 minutes 37 seconds West for a distance of 46.98 feet to a 60d nail;
51. THENCE North 84 degrees 41 minutes 37 seconds West for a distance of 21.92 feet to a 60d nail;
52. THENCE North 11 degrees 22 minutes 51 seconds West for a distance of 32.22 feet to a 60d nail;



53. THENCE North 41 degrees 11 minutes 02 seconds West for a distance of 21.19 feet to an iron pin;
54. THENCE North 26 degrees 51 minutes 56 seconds West for a distance of 58.30 feet to a 60d nail;
55. THENCE North 23 degrees 22 minutes 54 seconds West for a distance of 27.11 feet to a 60d nail;
56. THENCE North 11 degrees 43 minutes 12 seconds West for a distance of 10.26 feet to a 60d nail;
57. THENCE North 49 degrees 29 minutes 05 seconds West for a distance of 9.05 feet to a 60d nail;
58. THENCE North 39 degrees 42 minutes 55 seconds West for a distance of 21.29 feet to a 60d nail;
59. THENCE North 46 degrees 42 minutes 17 seconds West for a distance of 42.51 feet to a 60d nail;
60. THENCE North 38 degrees 24 minutes 38 seconds West for a distance of 38.62 feet to an iron pin;
61. THENCE North 00 degrees 13 minutes 07 seconds East for a distance of 6.03 feet to a 60d nail;
62. THENCE South 80 degrees 37 minutes 54 seconds West for a distance of 4.33 feet to a 60d nail;
63. THENCE North 53 degrees 54 minutes 19 seconds West for a distance of 18.96 feet to a 60d nail;
64. THENCE North 23 degrees 26 minutes 26 seconds West for a distance of 17.03 feet to a 60d nail;
65. THENCE North 63 degrees 21 minutes 24 seconds West for a distance of 19.82 feet to a 60d nail;
66. THENCE North 50 degrees 12 minutes 47 seconds West for a distance of 23.60 feet to a 60d nail;
67. THENCE North 46 degrees 49 minutes 41 seconds West for a distance of 25.33 feet to a 60d nail;

68. THENCE North 47 degrees 35 minutes 09 seconds West for a distance of 20.57 feet to an iron pin corner with Franklin Real Estate Company, and leaving the 800' Contour;

THENCE North 40 degrees 04 minutes 19 seconds West for a distance of 171.79 feet to an iron pin on the south side of the lands of Franklin Real Estate Company and the south line of a new 60' right of way easement at the TRUE POINT OF BEGINNING.

Said property contains 6.090 acres more or less.

Said property is a portion of the land conveyed to Appalachian Power Company by Franklin Real Estate Company by Deed dated October 15, 1980, and recorded in Deed Book 360, Page 1779 in the Office of the Clerk of the Circuit Court of Franklin County, Virginia. A plat of the above-described property was recorded on August 31, 2004 in Deed Book 828, Page 754, as Instrument Number 040010606, to which plat reference is made for a more complete description of the property. The property is further identified in the land records as Tax Map Parcel 15. - 73.1.

SUBJECT TO all easements, rights of way, legal highways, assessments, zoning ordinances, restrictions, exceptions, reservations, conditions, and covenants of record, if any, now in force and effect, and to such state of facts as an accurate survey and examination of the Property would disclose. SUBJECT ALSO TO the lien of the real estate taxes and assessments for the year 2005, which shall be prorated as of the date of Closing. Grantor shall pay all real estate taxes and assessments due prior to the date of Closing, and Grantee shall pay all real estate taxes and assessments due from and after the date of Closing.

The following rights, interests, easements and privileges are hereby EXCEPTED from this conveyance and RESERVED by Appalachian Power Company, and this conveyance is further made SUBJECT TO the following rights of Franklin Real Estate Company, and/or Appalachian Power Company, its/their successors and assigns, to-wit:

1. Franklin Real Estate Company owns, in fee, all lands lying below the Contour Line 800 abutting the lands described herein together with any and all riparian and/or water rights in and to Roanoke River and/or Smith Mountain Lake, all right, title and interest in and to the bed, water and creeks of said river and/or lake, and all islands in said river and/or lake (if any) adjacent to the above described parcel of land.

2. This conveyance is further SUBJECT TO a flowage easement for the benefit of Appalachian, as set forth in that certain Deed dated September 9, 1966 from Appalachian to Franklin Real Estate Company, of record in Deed Book 235, page 184 in the Office of the Clerk of the Circuit Court of Franklin County, Virginia. By acceptance of this grant, Grantee acknowledges and agrees that before entering upon or using in any manner Franklin Real Estate Company's lands or Appalachian's Flowage Easement lands lying below the Contour Line 800, including without limitation installing any boat dock, rip-rap, or seawall, or installing any other improvement upon Franklin Real Estate Company's lands or Appalachian's Flowage Easement lands lying below the Contour Line 800: (1) it must comply with applicable zoning and land use regulations of Franklin County; and (2) it must obtain a permit from Appalachian for any proposed improvements upon, or other use of, Appalachian's Flowage Easement lands, prior to commencement of any construction or use thereof by Grantee, or its successors or assigns.
3. Appalachian Power Company excepts and reserves the right to overflow and/or affect so much of the land described herein as may be overflowed and/or affected continuously or from time-to-time in any manner whatsoever, as a result of the construction, existence, operation, and/or maintenance of the aforesaid dam and hydroelectric generating station, the impounding of the waters of said river and tributaries, and/or the varying of the level of the so impounded waters by reason of the operation of said dam and hydroelectric station.

Grantee accepts this conveyance with full knowledge and understanding that Appalachian has impounded the waters of Roanoke River and its tributaries by means of a dam in said river downstream from the above described parcel of land, and at said dam has constructed and is operating a hydroelectric generating station; and Grantee, for itself and its successors and assigns, hereby covenants and agrees to and with Appalachian and Franklin Real Estate Company, its/their successors and assigns, as follows:

- (a) That no claim or demand for injury or damages will be made by Grantee against Appalachian or Franklin Real Estate Company, or their successors or assigns, for any effect or result whatsoever which the construction, operation or maintenance of the aforesaid dam and/or hydroelectric generating station, or the impounding of the waters of Roanoke River or its tributaries, may now or hereafter in any manner cause or produce to, upon or concerning the parcel of land hereby conveyed, or any use made thereof by Grantee, and Grantee shall and will indemnify and save Appalachian and Franklin Real Estate Company free and harmless from and against any such claim or demand;

(b) That Grantee, its successors and assigns, will not cause, permit or suffer any garbage, sewage, refuse, waste or other contaminating matter to be cast, drained or discharged from the above described parcel of land into the impounded waters of Roanoke River, Smith Mountain Lake or its tributaries;

(c) That Grantee, its successors and assigns, will take all reasonable precautions to ensure that any use made of the lands described herein, and of the lands abutting the lands described herein which lie below the Contour Line 800, as authorized herein, including the construction, operation and use of piers and boat docks, will occur in a manner that will protect the scenic, recreational, and environmental values of the Smith Mountain Hydroelectric Project;

(d) That the use of the lands herein conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall scenic, natural, and environmental values of the Smith Mountain Hydroelectric Project.

(e) And, for the same consideration, Grantee hereby acknowledges and agrees that before it uses the land lying below the 800 foot contour elevation abutting and lying adjacent to the 6.090 acres tract described above, Grantee shall first obtain from Appalachian the right, permit and license of access to the waters of Smith Mountain Lake over Appalachian's Flowage Easement and Franklin Real Estate Company's lands below said "Contour Line 800" and adjacent to the above described parcels of land (the "Project Boundary"); but such right of access, and any and all uses or occupancy of lands below said "Contour Line 800" shall be made as a revocable license, and shall be further subject to all of the exceptions, reservations, covenants and conditions herein set forth and also made subject to all of the terms and conditions of that certain license issued by the Federal Energy Regulatory Commission ("FERC") to Appalachian Power Company (hereinafter "Appalachian") for Smith Mountain Project No. 2210, under date of April 25, 1960 (the "Project"), and to any renewal, amendment, or extension thereof, authorizing the operation of a dam and hydroelectric generating station on the Roanoke River.

This conveyance is further SUBJECT TO the following covenants:

(a). That in the event the VFD shall fail to commence construction of improvements on the Property for the purpose of promoting public safety within three (3) years following the date of Closing, or ceases to use said Property for purposes incumbent with promoting public safety and providing fire and rescue services for a continuous period of forty-eight (48) months at any time during a thirty (30) year period following the date of Closing, Appalachian, and its successors and assigns, shall, at Appalachian's option, retain the right but not the obligation to reenter and terminate the VFD's interest in the Property, free and clear of any liens and encumbrances created by, through or under the VFD or its successors and assigns.

(b). That if the Property herein conveyed is offered for sale by the VFD or its successors or assigns, then Appalachian or its nominee shall be given the first right of

refusal to purchase same upon the same terms and conditions as offered to any other purchaser.

(c). The VFD agrees to permit Appalachian to use office space at the VFD's facility, and to hold public meetings at the VFD's facility, and to use one boat slip adequate to moor a watercraft 24 feet in length, on an incidental basis at no additional cost to Appalachian for Appalachian's use in managing its Shoreline Management Plan (SMP) and any other activities related to the operation of Appalachian's Smith Mountain Combination Hydroelectric Project. The VFD further agrees to allow Appalachian reasonable use of associated facilities upon request by Appalachian to the VFD at no cost to Appalachian. Appalachian shall be responsible for the negligent acts or omissions of Appalachian's employees and agents in connection with such uses.

(d). The VFD agrees that should Appalachian be required by FERC to provide additional public access to Smith Mountain Lake as a condition of its operating license from FERC for the Smith Mountain Project, or as a result of any renewals, extensions, or amendments to said FERC license, the VFD agrees to set aside approximately one and one-half (1.5) acres of the Property herein conveyed for such required potential future public access, and the VFD agrees to grant an easement or other appropriate interest without the payment of additional consideration to an appropriate state or local agency or other qualified organization upon request of Appalachian for the construction, operation, and maintenance of the required facilities. In such event, the VFD or its successor in interest shall be responsible for the routine, normal day-to-day maintenance and repair of any facilities Appalachian is required to provide on said 1.5 acre +/- site, including, but not limited to, trash collection, grass cutting, and other general maintenance duties. Appalachian shall be responsible for major maintenance and repair costs for such facilities. The location of the 1.5 acres +/- shall be determined in consultation with and agreed by Appalachian, the VFD, and such successor in interest.

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

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

WITNESS the following signatures and seals:

Witnessed by:

Jean A. James  
Signature  
Jean A. James  
Printed Name

AMY C. JAMES  
Signature  
AMY C. JAMES  
Printed Name

APPALCHIAN POWER COMPANY

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

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

The foregoing Deed was acknowledged before me this 22<sup>nd</sup> day of December, 2005, by Roger L. Wheeler, Director, Land Management, American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Jean A. James  
Notary Public

My commission expires: April 3, 2010

NOTARY SEAL



JEAN A. JAMES  
Notary Public, State of Ohio  
My Commission Expires  
April 3, 2010

INSTRUMENT # 050015793  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
December 29, 2005 AT 3:49pm  
ALICES. HALL, CLERK  
BY: Terry Peterson (DC)

This Document Was Prepared By:  
Kenneth E. McDonough  
Assistant General Counsel  
American Electric Power  
1 Riverside Plaza  
Columbus OH 43215  
for Appalachian Power Company

This document is a Supplemental Document and is exempt from recording tax pursuant to the provisions of Section 58.1-809 of the Code of Virginia of 1950, as amended.

**INGRESS AND EGRESS EASEMENT**

THIS INGRESS AND EGRESS EASEMENT, made this 22 day of DECEMBER, 2005, by and between FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation authorized to do business in Virginia, having an office at 700 Morrison Road, Gahanna, OH 43230, ("Grantor"), and SMITH MOUNTAIN LAKE VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC., a Virginia non-profit corporation, having a tax mailing address at P.O. Box 623, Moneta, VA 24121, ("Grantee" or "VFD").

WITNESSETH

THAT, WHEREAS, Appalachian Power Company, an affiliate of Grantor, has as of this day by Special Warranty Deed of Gift, of record in Deed Book 871, Page 2439 in the Office of the Circuit Court of Franklin County, Virginia, donated a certain 6.090 acre tract of land to the VFD, and said tract does not directly abut a public road, and Grantor is willing to grant the VFD an easement for ingress and egress purposes, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, subject to the exceptions, reservations, and conditions hereinafter set forth, Grantor does hereby GRANT, CONVEY AND DONATE, with unto Grantee, a non-exclusive ingress and egress easement over, upon, and across, that certain tract or parcel of land situate on

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the Roanoke River and Smith Mountain Lake, in the Gills Creek Magisterial District, in the County of Franklin, State of Virginia, more particularly described as follows:

All that certain tract or parcel of land located approximately 125 feet northeast of the cul-de-sac of Oak Grove Drive (Virginia Route 978), in the Gills Creek Magisterial District of Franklin County, Virginia, and bordering the impounded waters of Smith Mountain Lake and more particularly described as follows:

Beginning at an iron pin found on the northeast right of way of Route 978, also known as Oak Grove Dr., being a common corner to Twin Coves Partnership (see plat of Hales Ford Estates recorded in DB. 386 PG. 637 and Franklin Real Estate Company, thence with the right of way of Oak Grove Drive South 30 degrees 14 minutes 46 seconds East 293.84 feet to an iron; thence a curve to the left having a chord of South 55 degrees 54 minutes 18 seconds East 21.65 feet to an iron; thence a curve to the right having a chord of South 40 degrees 36 minutes 57 seconds East 72.10 feet to an iron; thence leaving Oak Grove Drive and with the south side of the lands of Franklin Real Estate Company along the south line of a new 60' right of way easement North 43 degrees 57 minutes 05 seconds East 123.61 feet to an iron pin at the northwest corner of the parcel being herein described and being the TRUE POINT OF BEGINNING;

THENCE with the south line of the lands of Franklin Real Estate Company along the south line of a new 60' right of way easement, along a curve to the right having a radius of 370.00 feet and an arc length of 103.58 feet, and being subtended by a chord of North 51 degrees 58 minutes 16 seconds East for a distance of 103.24 feet;

THENCE North 59 degrees 59 minutes 26 seconds East 271.29 feet to an iron pin found at the southwest corner of the lot now or formerly leased to the Flotilla 81 Corporation by Franklin Real Estate Company;

THENCE North 42 degrees 34 minutes 14 seconds West for a distance of 61.47 feet to an iron pin;

THENCE South 59 degrees 59 minutes 26 seconds West to an iron pin;

THENCE along a curve to the left having a radius of 430.00 feet and an arc length of 120.37 feet, and being subtended by a chord of South 51 degrees 58 minutes 16 seconds West 119.98 feet to an iron pin;

THENCE South 43 degrees 57 minutes 05 seconds West 110.39 feet to an iron pin on the east line of Oak Grove Drive;

THENCE with the right of way of Oak Grove Drive along a curve to the right having a radius of 55.00 feet and an arc length of 65.19 feet, and being subtended by a chord of South 33 degrees 37 minutes 09 seconds East 61.44 feet to an iron pin;



THENCE North 43 degrees 57 minutes 05 seconds East 123.61 feet to an iron pin, said iron pin being the True Point of Beginning of this description.

Said property is a portion of the land conveyed to Franklin Real Estate Company by Appalachian Power Company by Deed dated September 9, 1966, and recorded in Deed Book 235, Page 184 in the Office of the Clerk of the Circuit Court of Franklin County, Virginia. Said land is also a portion of the land conveyed to Franklin Real Estate Company by Appalachian Power Company by Quitclaim Deed dated December 22, 2005, and recorded in Deed Book 871, Page 2424 in the Office of the Clerk of the Circuit Court of Franklin County, Virginia. A plat of the above-described property was recorded on August 31, 2004 in Deed Book 828, Page 754, as Instrument Number 040010606, to which plat reference is made for a more complete description of the property. The property is further identified in the land records as Tax Map Parcel 15. - 73.1.

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

This grant of ingress and egress easement shall also grant to the VFD, and its successors and assigns, the right to install public utility facilities, and to install, operate, maintain, repair, replace, and remove a driveway, consisting of stone, gravel, asphalt, or cement, at Grantee's expense. Grantee shall keep the ingress and egress easement open at all times for use by other parties, including, without limitation, Grantor and Appalachian Power Company ("Appalachian"), and its and their lessees and licensees, successors and assigns, and shall not block, obstruct, or otherwise use this easement in any manner that would hinder or interfere with access to adjacent parcels of land.

This grant of an ingress and egress easement is for the benefit of, and shall remain in full force and effect so long as the Grantee or its successors or assigns owns that certain 6.090 acres tract of land described in said Special Warranty Deed of Gift, which shall be the dominant tract. In the event any right of reverter or right of first refusal as set forth in that certain Special

Warranty Deed of Gift becomes effective with regard to the dominant tract, and Appalachian Power Company or Franklin Real Estate Company, or its or their successors or assigns hereafter acquire that certain 6.090 acres tract of land, then this easement shall ipso facto become null and void without any further act or deed by Appalachian or Franklin.

Grantee accepts this grant of easement and hereby covenants and agrees, for itself and its successors and assigns, to and with Appalachian and Franklin Real Estate Company, its/their successors and assigns, as follows:

(a) That no claim or demand for injury or damages will be made by Grantee against Appalachian or Franklin Real Estate Company, or their successors or assigns, for any reason in connection with the use of the ingress and egress easement, or any construction, operation or maintenance activity conducted thereon by or for the benefit of Grantee, and Grantee shall and will indemnify and save Appalachian and Franklin Real Estate Company free and harmless from and against any such claim or demand;

(b) That Grantee, its successors and assigns, will not cause, permit or suffer any garbage, sewage, refuse, waste or other contaminating matter to be cast, drained or discharged from the above described parcel of land into the impounded waters of Roanoke River, Smith Mountain Lake or its tributaries;

(c) That Grantee, its successors and assigns, will take all reasonable precautions to ensure that any use made of the lands described herein, as authorized herein, will occur in a manner that will protect the scenic, recreational, and environmental values of the Smith Mountain Hydroelectric Project;

(d) That the use of the lands herein conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall scenic, natural, and environmental values of the Smith Mountain Hydroelectric Project.

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



**Attachment "A"**

**Directions to Property from Rocky Mount**

**Take Route 122 towards Moneta**

**Take a right on Merriman Way Road ( Route 666)**

**Take a left on Oldfield Road ( Route 978 )**

**Take a right on Oak Grove Drive ( Route 978 )**

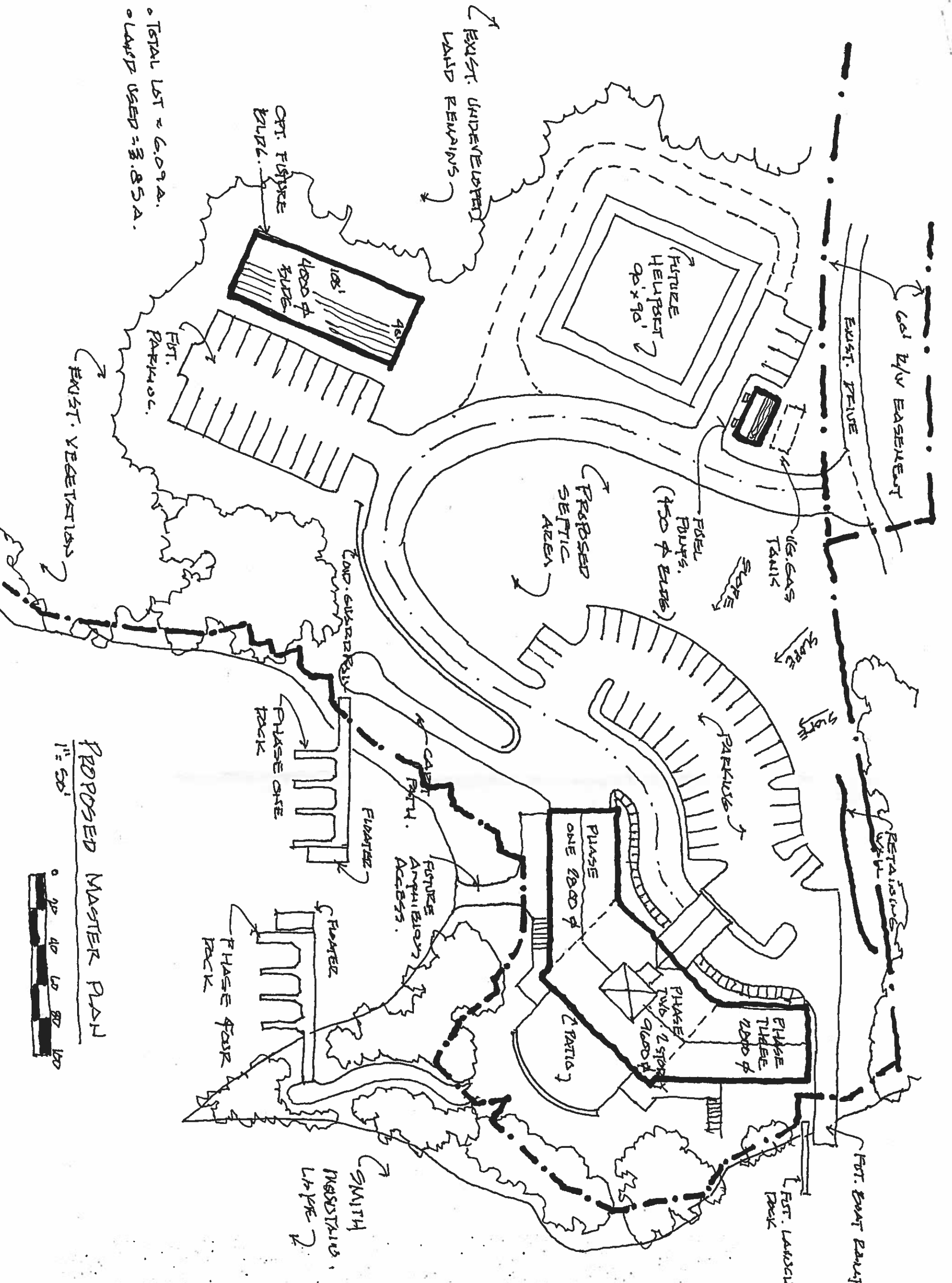
**Take a left on Private drive towards Coast Guard Auxillary Building.**

- **Property is located to the right of the existing drive.**

Attachment "B"

Adjoining Property Owners.

Tax #	Owner	Address
0150007300	Franklin Real Estate Co.	C/O American Electric Power P.O. Box 2021 Roanoke, VA. 24022
0150007302	Appalachian Power Company	American Electric Power P.O. Box 2012 Roanoke, VA. 24022

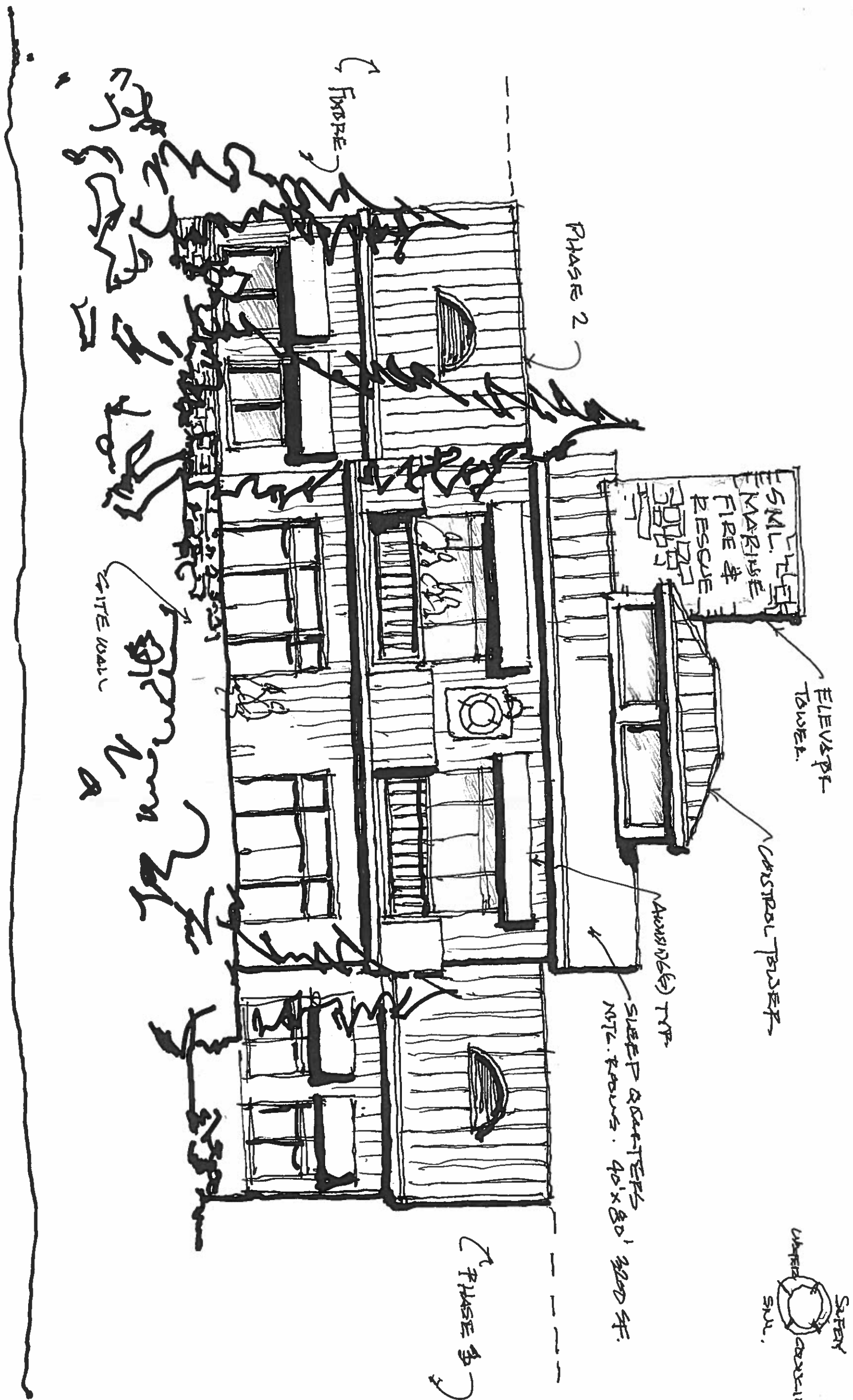


• TOTAL LOT = 6.09 A.  
 • LAND USED = 3.85 A.

PROPOSED MASTER PLAN  
 1" = 50'

# SMITH MOUNTAIN LAKE VOLUNTEER FIRE AND RESCUE

**LAKE VIEW**  
PHASE TWO



**SMITH MOUNTAIN LAKE  
VOLUNTEER FIRE AND RESCUE**