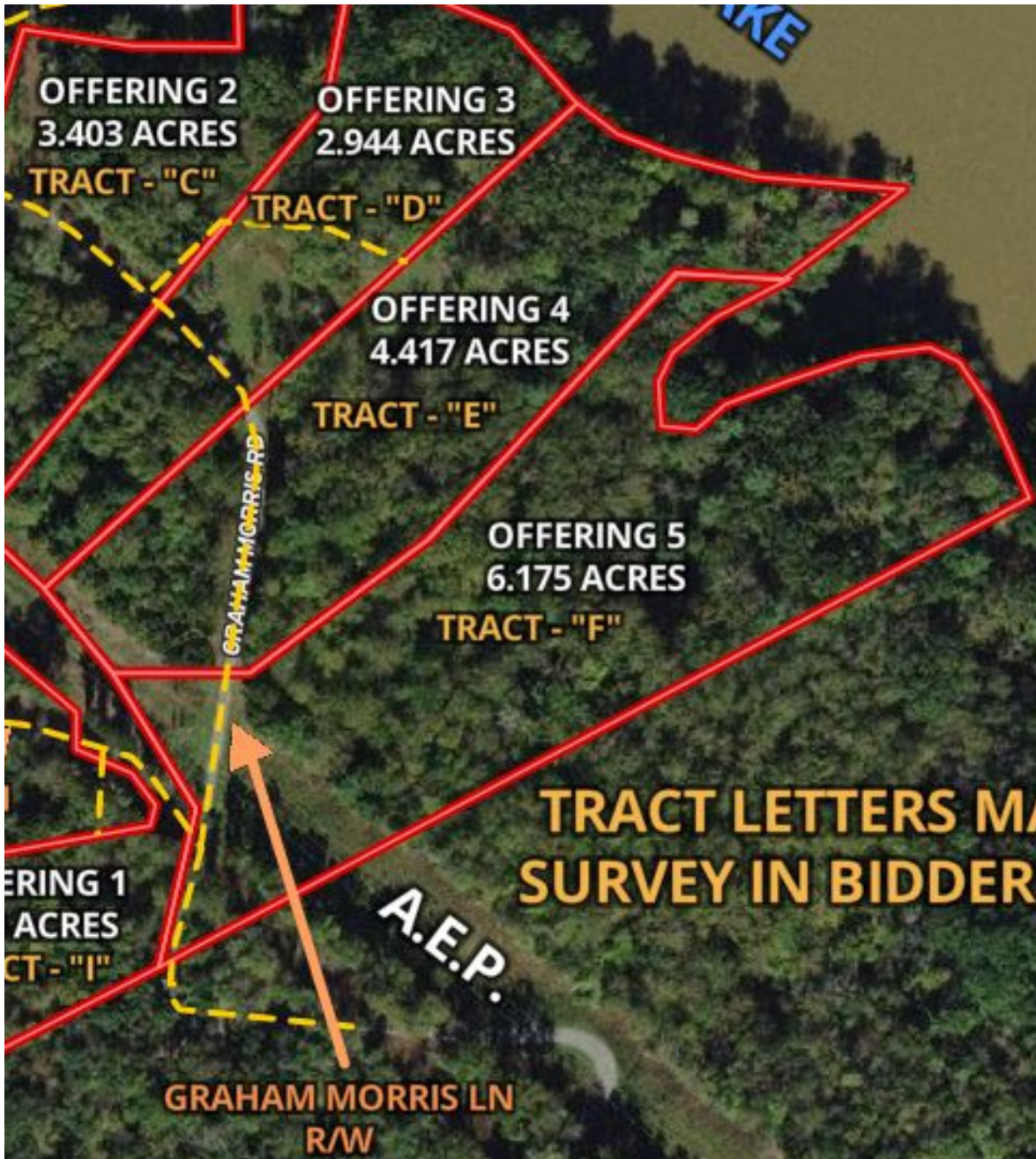


OFFERING # 5 BIDDER PACK

Offering #5: Tax ID # 074-1-51 F; Consisting of +/-6.175 acres. Pulaski County VA
Legal Description; Situated on Claytor Lake, Tributary of Peak Creek;

This Bidder Pack contains Easement Descriptions, Easement Illustrations, Tax Card, Soil Work Documentation, Dock Permit, Survey, and Sample Contract. For detailed survey viewing with the ability to zoom in for clarity go to direct download on Auction Website – VAAuctionPro.com.



Offering # 5 – 6.175 Acres

Survey Parcel # = 074 – 1 – 51 F

This Lot is mostly wooded and accessed by Graham Morris Lane. Property has been perked for a 3 Bedroom Home. There is a Dock Permit for this property, and it has 657' +/- of Claytor Lake Shoreline. Dock Permit and Soil Work Documentation included in this section of documentation for Offering # 5.

Extensive, deliberate, and careful consideration was taken by engineers, soil scientists, developer, & APCO to ensure each lot within Grahams Pointe has great shoreline, road access, buildable areas, & dock permits, while preserving the lake view & private setting of the neighborhood and each individual lot.

Easements

Road Maintenance Agreement in this Bidder Pack applies to this lot.

40' wide "Graham Morris Lane" goes through this lot. Graham Morris Lane is the private road used to access other lots in this subdivision.

100' wide APCO Powerline Easement runs through a portion of this lot.

There is a right of way coming off Graham Morris Road south of Grahams Pointe. This right of way goes through APCO land to the eastern section of offering # 5 near the house site for offering # 5.

Refer to Map Illustration on next page and Survey in this Bidder Pack for a complete understanding.

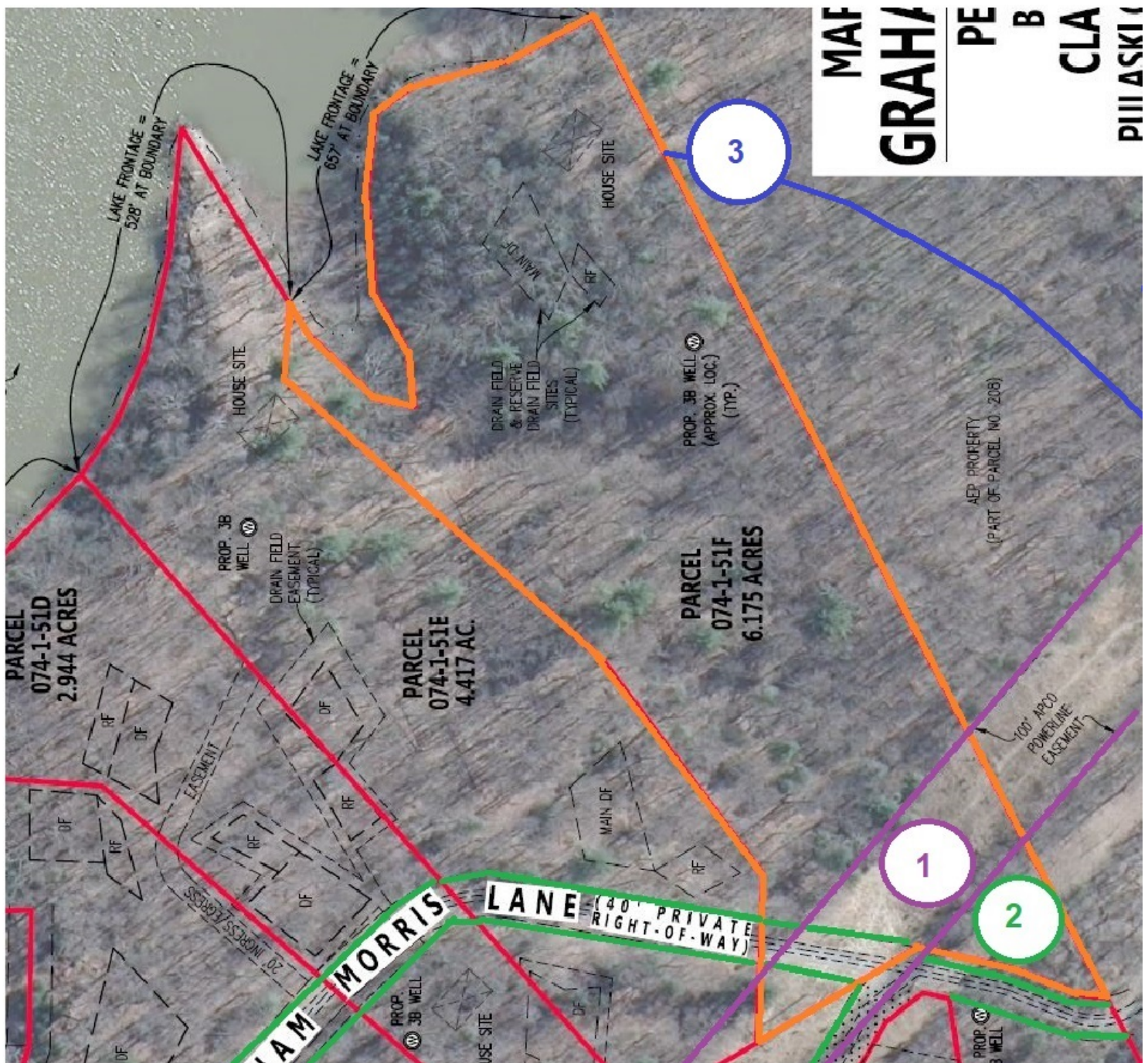


Auction Services

Offering # 4 outlined with orange

This map is for illustration purposes only.
Refer to Surveys in Bidder Pack for complete detail

1. 100' APCO Easement along Southwest Border outlined in purple.
2. 40' Private Road Graham Morris Lane outlined in Green
3. General location of 40' Right of Way off Graham Morris Road through APCO land to house site near Lake.



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 5th, 2022 between James Graham, Elizabeth Graham, Martha Orton, and William Graham, owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. **Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Pulaski, Virginia, and described as:

2. **Legal Description –**

Offering #5: Tax ID # 074-1-51 F; Consisting of +/-6.175 acres. Pulaski County VA
Legal Description; Situated on Claytor Lake, Tributary of Peak Creek;
Portion of Deed Book 495 Page 669

More Commonly Known As – Graham Morris Ln., Pulaski, VA 24301

3. **Purchase Price.** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____:
(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
4. **Deposit.** Purchaser has made a deposit with the Auction Company, of **\$10,000** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before June 20th, 2022 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. **Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no

Seller's Initials _____

Purchaser's Initials _____

material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(c) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(d) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(e) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Seller's Initials _____

Purchaser's Initials _____

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by Deed of General Warranty, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either

Seller's Initials _____

Purchaser's Initials _____

Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(j) Easements and Right of Ways affecting property acknowledged in "**Exhibit A**" of this contract.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

James Graham (Seller) 05/05/2022

James Graham (Seller) 05/05/2022

James Graham (Seller) 05/05/2022

James Graham (Seller) 05/05/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 05/05/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 05/05/2022

Seller's Initials _____

Purchaser's Initials _____

EXHIBIT A

Easements

Road Maintenance Agreement in this Bidder Pack applies to this lot.

40' wide "Graham Morris Lane" goes through this lot. Graham Morris Lane is the private road used to access other lots in this subdivision.

100' wide APCO Powerline Easement runs through a portion of this lot.

There is a right of way coming off Graham Morris Road south of Grahams Pointe. This right of way goes through APCO land to the eastern section of offering # 5 near the house site for offering # 5.

Seller's Initials _____

Purchaser's Initials _____

Mr. William P. Graham, Et al.
P. O. Box 923
Oak Ridge, North Carolina 27310

March 11, 2022

Dear Mr. Graham and others:

Thank you for your recent request to construct a low density single family residential use boat dock on Appalachian Power Company's (Appalachian) land or flowage easement property adjacent to Graham Subdivision along the shoreline of Claytor Lake in Pulaski County, Virginia. A copy of your permit (0620-21-1040) is enclosed.

The subject property is classified as Impact Minimization Zone (IMZ) per the Shoreline Management Plan (SMP) for the Claytor Project, dated June 13, 2017 because it is potential Bald Eagle habitat. Pursuant to the SMP, Appalachian must consult with the Virginia Department of Wildlife Resources (VDWR) regarding permit applications relevant to shoreline classified as IMZ.

Per your permit application, no vegetation is proposed to be removed or disturbed. Please note that a separate permit application to remove vegetation from within the project boundary (i.e., below the 1850-foot elevation contour) is required should you propose to remove any vegetation. Also, note as applicable that the VDWR recommends that all tree removal and ground clearing adhere to a time of year restriction protective of resident and migratory songbird nesting from March 15 through August 15 of any year. In addition, VDWR recommends as many mature trees as possible be left during the dock construction to limit shoreline erosion forces at the subject property. In addition, overhanging vegetation is an important habitat component for fish as well, so removal of overhanging vegetation in the vicinity of the dock must be minimal.

The enclosed permit to construct a boat dock is being issued by Appalachian based upon the following conditions:

- (1) Construction of a structure located completely within the 1846-foot elevation contour with the exception of a maximum 6-foot wide walkway providing access to the dock.
- (2) Construction of a structure not exceeding one-fourth (1/4) of cove as measured at the 1846-foot elevation contour at its closest locations in relation to all areas of the dock.
- (3) No vegetation is to be removed from within the project boundary (below the 1850-foot elevation contour) without a permit from Appalachian.

Please be reminded of the following requirements of the permit:

BOUNDLESS ENERGY™

0620-21-1040

1. **Dredging and/or excavation may not be performed between March 1 and July 31 of each year in order to protect fish spawning, pistolgrip mussel spawning and glochidia release. Please see section 2.5.8 of the Shoreline Management Plan for dredging restrictions.**
2. Mail to Appalachian a copy of your Pulaski County Building Permit so that upon receipt of the County Building Permit the Appalachian permit is valid.
3. Install two-inch minimum diameter white reflectors along the sides of the structure at intervals of six feet and within one foot of each of the two corners of the structure or pilings that are located farthest from the shoreline in order to identify the outline of the structure. Reflectors must be placed within two feet of the full pond elevation (1846 foot USGS level).
4. **Do not remove vegetation within the project boundary (1850 foot contour) without prior permission from Appalachian. For more information, please refer to Section 2.5.10, Vegetative Cover Regulations in the Shoreline Management Plan as approved by Federal Energy Regulatory Commission (FERC) Order Approving Updated Shoreline Management Plan issued November 13, 2017.**
5. Upon completion of the structure, contact us for a final inspection.

Thank you. Should you have any questions, please call me at 540-489-2556.

Sincerely,



Lisa H. Hammock
Real Estate Agent
Enclosure

OCCUPANCY AND USE PERMIT
Prepared by Appalachian Power Company

This Permit by and between **APPALACHIAN POWER COMPANY** ("Appalachian" as "APCO"), a Virginia corporation, whose address is 40 Franklin Road, S.W., Roanoke, Virginia 24022, hereinafter referred to as the **GRANTOR**; and William P. Graham, Et al., hereinafter referred to as the **GRANTEE**, whose address is P. O. Box 923, Oak Ridge, North Carolina, 27310

WITNESSETH

THAT, WHEREAS, Grantor has the authority and responsibility under its Federal Energy Regulatory Commission (FERC) license ("License") and its land rights to review and authorize certain activities within the Claytor Project boundary (all land within the 1850 foot contour) (the "Project"); and

WHEREAS, Grantee has received all necessary approvals from the responsible state and local authorities to install the following improvements (the "Permitted Facility") along the shoreline adjacent to their property located at Graham Subdivision, Tax Map Parcel 074-001-0000-051F according to the Pulaski County Real Estate Records (the "Site"), as submitted in an application to Grantor signed and dated September 27, 2021 and complete application submitted January 27, 2022, with cover letter from Appalachian signed and dated March 11, 2022:

- ☒ New Low Density Single Family Residential boat dock, pier, or similar structure
- ☐ Expansion or modification to existing low density single family residential boat dock, pier or similar structure
- ☐ New Low Density Multi-Use dock facility
- ☐ Expansion or modification to existing low density multi-use dock facility

WHEREAS, no money has exchanged hands for this permit; and

WHEREAS, the Permitted Facility is a type of a use and occupancy of the Project's lands and waters for which a Permit may be granted under the License; and

WHEREAS, Grantor has the continuing responsibility to supervise and control the uses and occupancies for which it has granted a Permit and to monitor the use of and ensure compliance with the conditions under which the Permit has been granted; and

WHEREAS, Grantor is willing to issue this Permit to Grantee for the aforesaid use and occupancy of the Project's lands and waters upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the Premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee this Permit, being the right and license to enter upon the Project lands lying adjacent to and abutting Grantee's property for the purpose of installing, operating and maintaining the Permitted Facility, including the right of ingress and egress, with all materials and equipment necessary or convenient to effectively carry out the above stated activity in a good and workmanlike manner.

By acceptance of this Permit, Grantee agrees to the Terms and Conditions set forth on Exhibit "B" attached hereto and the following:

Grantor, pursuant to its License, has the continuing responsibility to supervise and control the uses and occupancies for which it has granted permission and to monitor the use of and ensure compliance with the conditions under which this Permit has been granted. As a result, the use and occupancy hereby permitted is deemed to be made under a revocable license from Grantor. As such, if the use and occupancy violates any condition of the License or any other condition imposed for the protection and enhancement of the Project's scenic, recreational or other environmental values, or upon the petition of any other permitting agency, Grantor shall take such lawful action necessary to address the situation. Such action may include, if necessary, the cancellation of this Permit and the removal of the non-complying structures and facilities. Furthermore, any structures or other use associated with this Use and Occupancy Permit must be maintained in good repair and comply with applicable federal, state and local requirements.

The dock owner shall sign an acknowledgement when obtaining his or her dock permit stating that water depths may not be adequate for accessing the lake during times of low inflow or drought or for natural conditions, siltation, or dense invasive species, or for any other reason the reservoir is drawn down.

The Grantee acknowledges that the any Permit granted shall be limited to Grantor's authority under its License and to its land rights to the property within the Project.

DATED this 1st day of MARCH, 2022

GRANTOR:

APPALACHIAN POWER COMPANY

By: [Signature]

Douglas J. Rosenberger

Plant Manager - Hydro

American Electric Power Service Corporation

Authorized Signer

ELIZABETH B. PARCELL

STATE OF VIRGINIA)

) To-wit:

CITY OF ROANOKE)

The foregoing Permit was acknowledged before me this 1st day of MARCH, 2022, by Douglas J. Rosenberger, Plant Manager - Hydro, American Electric Power Service Corporation, Authorized Signer for Appalachian Power Company, on behalf of the Company.

ELIZABETH B. PARCELL

[Signature]
Notary Public

My commission expires: 9/30/2025

EMMO 8/16/2021

8-16-21 Personally appeared Elizabeth M. Graham

[Signature]

SPENSER R BULMER

NOTARY PUBLIC

GUILFORD COUNTY, NC

My Commission Expires 8-24-2022

STATE OF VIRGINIA)

GRANTEE:

Martha S. Graham Orton

William Paston Calhoun

) To-wit:

County OF Madison)

This foregoing Permit was acknowledged before me this 13 day of August, 2021, by William Paston Graham and Martha Graham Orton, GRANTEE.



Bonnie G. Utz
Notary Public

My commission expires: Sept 30 2023



Bonnie G Utz
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7120618
Com. Exp. Sept. 30, 2023

LISA H. HAMMOCK
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #356289
My Commission Expires Sept. 30, 2025

DATED this _____ day of _____, 20____.

GRANTOR:

APPALACHIAN POWER COMPANY

By: _____
Douglas J. Rosenberger
Plant Manager - Hydro
American Electric Power Service Corporation
Authorized Signer

STATE OF VIRGINIA)

) To-wit:

CITY OF ROANOKE)

The foregoing Permit was acknowledged before me this _____ day of _____, 20____,
by Douglas J. Rosenberger, Plant Manager - Hydro, American Electric Power Service Corporation,
Authorized Signer for Appalachian Power Company, on behalf of the Company.

Notary Public
My commission expires: _____

GRANTEE:

James H. Graham

STATE OF VIRGINIA)

) To-wit:

City OF Roanoke)

This foregoing Permit was acknowledged before me this 9th day of December,
2021, by James Graham, GRANTEE.

Aundrea Nicole Lashley

Notary Public

My commission expires: 02-28-2023

Aundrea Nicole Lashley
Notary Public
Commonwealth of Virginia
Reg. # 7807636
My Commission Expires: 02-28-2023

Exhibit B

Low Density Use - Boat Dock / Pier Claytor Lake

TERMS AND CONDITIONS OF PERMIT FOR PERMITTED FACILITY

This permit is granted by APCO and accepted by Grantee, subject to the following terms and conditions:

1. Grantee is the owner or lessee of the property adjacent to the 1850 foot contour elevation surrounding Claytor Lake.
2. This Permit is granted solely for the purpose described in this Permit. No addition or design change shall be made to this Permitted Facility without prior approval from APCO.
3. Copies of the approved Pulaski County permits must be forwarded to APCO for the APCO permit to be valid.
4. Construction shall be completed within one (1) year of the Permit issuance date.
5. All shoreline distances are measured from the 1846 foot contour National Geodetic Vertical Datum (NGVD). Verifying the location of these elevations and all appropriate distances is the responsibility of the Grantee.
6. The Permitted Facility shall not be used for human or animal habitation.
7. The Permitted Facility shall not contain permanent or temporary sanitation facilities.
8. Floating facilities shall be securely anchored.
9. No attempt shall be made by the Grantee to forbid the full and free use by the public of all waters within the Project boundary, at or adjacent to the Permitted Facility, or to unreasonably interfere with that full and free use in connection with the ownership, construction, operation or maintenance of the Permitted Facility.
10. a) APCO may revoke this Permit whenever it determines at its discretion that the public interest or other considerations necessitate such revocation. The revocation notice shall be by thirty (30) days' notice, mailed to the Grantee by registered or certified letter, and shall specify the reason for such action.

b) APCO may revoke this Permit whenever it determines that the Grantee has failed to comply with the conditions of this Permit. The revocation notice shall be by thirty (30) days' notice, mailed to Grantee by registered or certified letter, and shall specify the reason for such action. The permit will not be terminated if Grantee is diligently working to cure such violations within a reasonable period after such notice.
11. The Grantee is responsible for proper design, engineering, construction, maintenance and placement of the Permitted Facility. APCO's review and approval of the plans are not guarantee or assurance the Grantee's plans are proper or adequate for the purpose intended.

12. It is understood and agreed by and between APCO and Grantee that part of the consideration for the granting of this Permit for shoreline uses is the Grantee's agreement to keep Project lands and waters occupied by and surrounding the Permitted Facility free of all waste, garbage, and other unsightly debris and materials and is to comply with local health rules and regulations.
13. This Permit is granted to Grantee as a personal right and the parties agree that nothing herein shall be construed to create any easement or other property interest in Grantee. This Permit may be assigned to (i) a successor who shall purchase, inherit or otherwise acquire the land that is benefited by this Permit or (ii) to a property or unit owners association which shall be responsible for the maintenance of the boat slips permitted hereby and the land which is benefited by this Permit or (iii) to a bank or other licensed lending institution which shall provide a loan on the land that is benefited by this Permit or for the construction of the boat slips which are permitted hereby. In order to be effective, any assignment shall provide for the assignee's agreement in writing to comply with the terms of this Permit and APCO must give its written consent to such assignment, which consent shall not be unreasonably withheld. Any other attempted assignment or transfer shall render this Permit null and void.
14. In the event that any previously known or unknown cultural resource materials are discovered, all work associated with this permit must be stopped. APCO must be notified and consultation with the State Historic Preservation Office (SHPO) must be completed before any further work within the work area will be allowed to continue. In addition:
 - a. The Grantee shall notify APCO and SHPO immediately and follow-up with a written account of the discovery. The Grantee may be required to employ an archaeologist who meets or exceeds the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) to assess the eligibility of the resource for inclusion in the National Register.
 - b. If the resource is determined to be eligible for inclusion in the National Register, and the Grantee wishes to continue with the activity, the Grantee shall ensure that an archaeologist who meets or exceeds the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) shall prepare a plan for its avoidance, protection, or recovery of information. The SHPO shall approve such plan, prior to implementation.
 - c. Work in the affected area shall not proceed until either:
 - i. Appropriate data recovery or other approved mitigation procedures are developed and implemented, or
 - ii. The determination is made that the located resources are not eligible for inclusion on the National Register.
15. Any other associated work within the Project boundary shall be done in accordance with the Shoreline Management Plan for the Claytor Project, dated June 13, 2017, as approved by Federal Energy Regulatory Commission (FERC) Order Approving Updated Shoreline Management Plan issued November 13, 2017, and all associated amendment, addendum and revision thereto in effect as of the date of this Permit.

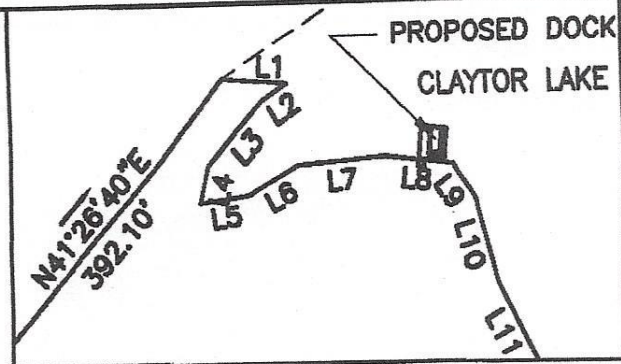
16. The Permitted Facility shall be constructed, maintained, and operated in accordance with plans heretofore submitted to and approved by APCO. No modifications to the Permitted Facility, or additions thereto, or use thereof, shall be made without first securing the written approval of APCO.
17. This Permit is granted at the sole risk of Grantee, their employees, agents, contractors, subcontractors and designees and Grantee agrees to indemnify, hold harmless, and defend APCO, and its agents, employees, officers, directors and contractors to the extent permitted by law, against all costs, expenses, suits, actions, and claims arising out of injuries to persons (including death) or damages to property, caused by Grantee, their employees, agents, contractors, subcontractors or designees attributable to the performance of work on the above described Site, the presence or use of the Permitted Facility by Grantee, their employees, agents, contractors, subcontractors, or designees, excepting any liability arising from APCO's sole negligence, or that portion of any liability attributable to APCO's contributing or concurrent negligence.
18. This Permit is granted subject to all of the terms and conditions of APCO's License for the Claytor Project No. 739, and any amendments or renewals thereof, and any orders granted by FERC pursuant to the provisions of the License; to all prior easements, rights-of-way, covenants, conditions, and servitudes whether or not of record affecting title to the Site, and to such state of facts as an accurate survey or examination of the Site may reveal.
19. Grantee shall at their expense keep and maintain the Site and the Permitted Facility thereon and appurtenances, thereof in good repair and in safe and sanitary condition, ordinary wear and tear excepted. Grantee shall conform with and do all things necessary to comply with every applicable state, federal, or local governmental statute, law, regulation, order, or requirement relating to the Permitted Facility. Grantee shall take appropriate action to guard and warn against dangerous conditions, uses, structures, or activities on the Site. At the expiration or earlier termination of this Permit, Grantee shall return the Site to APCO in substantially the same condition as when the Grantee's occupancy commenced, ordinary wear and tear excepted unless otherwise directed. Throughout the term of this Permit, APCO shall have the right to all reasonable times to enter the Site for the purpose of inspecting same.
20. Grantee shall keep and maintain the Site and the Permitted Facility thereon and appurtenances thereof free of any unapproved regulatory markers and any non-regulatory markers or buoys.
21. Grantee agrees that they will assert no interest contrary to that held by APCO with respect to the Site, and that their status hereunder shall be deemed to be that of a licensee.
22. Grantee shall make any person using the Permitted Facility aware of these conditions and ensure their compliance therewith.
23. Grantee agrees to all conditions set forth in Shoreline Management Plan, dated June 13, 2017 as approved by FERC Order Approving Updated Shoreline Management Plan issued November 13, 2017, and all associated amendment, addendum and revision thereto in effect as of the date of this Permit.

24. Where applicable, the terms of the **FLOWAGE RIGHT AND EASEMENT DEED CLAYTOR HYDROELECTRIC PROJECT** (the "Easement") that apply to the Permitted Facility are incorporated herein by reference. The terms and provisions of the Easement shall control wherever the same may be in conflict with this Permit.

ADDITIONAL TERMS AND CONDITIONS FOR EXISTING NONCONFORMING STRUCTURES

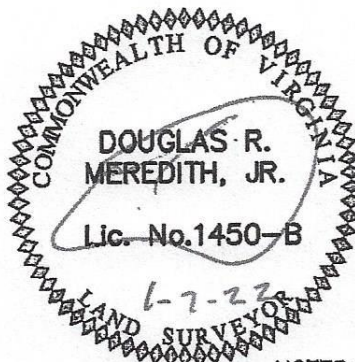
25. Any structures other than a dock, pier or wall which was constructed within the 1850-foot contour prior to the implementation of the SMP (December 27, 2011) shall not be replaced. Docks, piers or walls located within the Project boundary may only be replaced under certain circumstances (see Section 3.4.1 of the SMP).

T.M.# 074-001-0000-051E
6.175 ACRES



T.M.# 074-001-0000-051F SITE
NO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	69.42	S86°04'46"E
L2	32.13	S58°26'44"W
L3	84.82	S44°05'31"W
L4	38.64	S13°16'16"W
L5	52.51	N82°02'17"E
L6	60.32	N60°24'04"E
L7	94.44	N85°35'01"E
L8	72.94	S83°39'02"E
L9	42.41	S35°15'44"E
L10	91.61	S15°00'28"E
L11	87.23	S27°55'17"E



NOTES:

1. THIS MAP CREATED FROM SUBJECT AND ADJOINING DEEDS/PLATS AND EXISTING GROUND EVIDENCE. IT IS THE SOLE INTENT OF THE SURVEY TO SHOW ELEVATIONS ARE BASED ON AEP REPORTED WATER LEVEL RECORDS OBTAINED AT THE TIME OF SURVEY. CALLS IN PARENTHESIS ARE DEED CALLS OR MAP CALLS, OR WERE REDUCED FROM THE SAME. THIS SURVEY WAS COMPLETED WITHOUT BENEFIT OF A LAWYERS TITLE REPORT AND IS SUBJECT TO THE SAME.
2. TOTAL OF 0 SQ.FT. OF EXISTING IMPERVIOUS SURFACE.

LEGEND

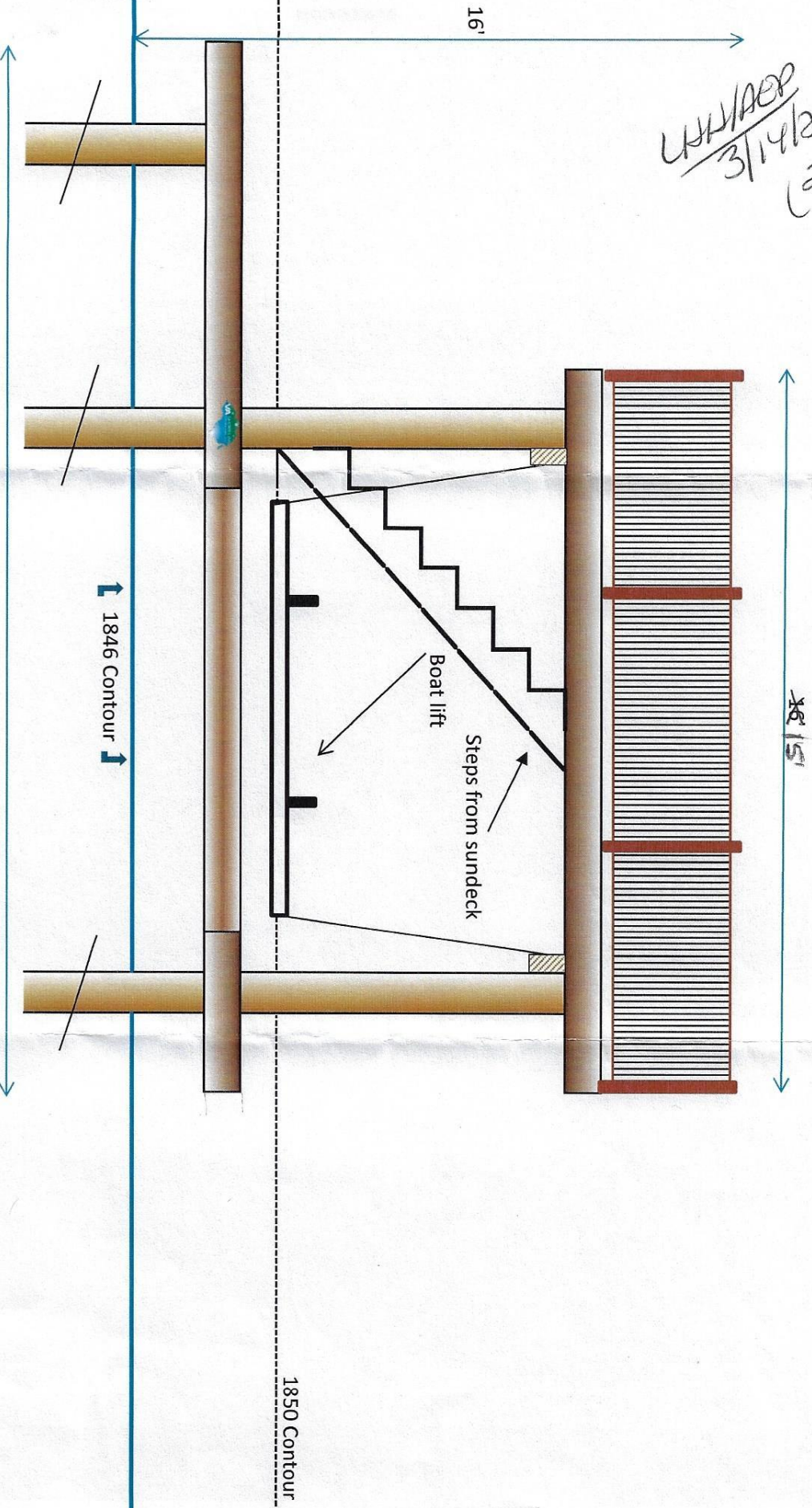
- SURVEYED PROPERTY LINE
- - - DEED LINE
- - - VACATED LINE/EASEMENT LINE

SET REBAR
WATERS EDGE
EXISTING IRON FOUND
END OF LINE/CURVE
NOTHING FOUND, NOTHING SET

Survey 5 Lata Claytor Lees Pulasid Co\Survey\0197-12.10.21.dwg PLOTTED: 1/6/2022 12:09 PM

(Scale 1" = 20')

UNH/ADP
3/14/2022
(2082)
see
attached
photos



Drawing No:	Scale:	NONE	WILLIAM Graham	822 SF.	Va Shoreline Contractors
03	Date:	8/12/2021	T.M. # 074-001-0000-051	Total Height 16'	
	Drawn By:	Trevor Riggins			



SOIL AND ENVIRONMENTAL TECHNOLOGY, INC
111 N. Franklin Street, Christiansburg, VA 24073
Phone: (540) 381-0309 Fax: (540) 381-9430
E-mail: setec@soilandenvironmentaltechnology.com

General Information

Date: 10/15/2020 Pulaski County Health Department
 Applicant: Telephone #:
 Address:
 Directions to the Property: VA-99 S, Left on Old 100, Right on Lowmans Ferry Rd, Left on Lizzie Gunn Rd, Left on Chestnut Ridge Rd., property is 1 mile from the Chestnut Ridge Road and Cove Drive Intersection (Chestnut Ridge Road Becomes Graham Morris Rd.)
 Subdivision: Standard Subdivision of Tax Parcel 074-001-0000-0051
 Parcel ID: 074-1-51F Acreage: 6.271 acres

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 20% Main
33% Reserve
3. Depth to rock/impervious strata: Max. Min. >60" None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 3
No ☐ Estimated rate 55 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
No ☒ Depth of percolation test holes
Average percolation rate

Name and title of evaluator: Bill Evans Soil Scientist

Signature:

- X** Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 24" (inches) depth at site designated. Site provides a total of 1350 square feet of absorption area for the main drainfield and 405 square feet of absorption area for the reserve. The reserve will require TL-2 pretreatment into conventional lines.

Site Disapproved:

Reason for rejection: (check all that apply)

- 1 Position in landscape subject to flooding or periodic saturation.
- 2 Insufficient depth of suitable soil over hard rock.
- 3 Insufficient depth of suitable soil to seasonal water table.
- 4 Rates of absorption too slow.
- 5 Insufficient area of acceptable soil for required drainfield, and/or reserve area
- 6 Proposed system too close to well
- 7 Other (Specify)

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/29/2019

Pulaski County Health Department
Identification No.

x See application sketch

See construction permit

Subdivision: Standard Subdivision of Tax Parcel 074-001-0000-0051**Parcel ID:** 074-1-51F

Hole #	Horizon	Depth	Description	Texture Group
1 Auger	A	0-2	Dark Yellowish Brown (10YR 4/4) loam	2
	BA	2-18	Yellowish Brown (10YR 5/4) loam	2
	Bt	18-36	Strong Brown (7.5YR 5/6) silty clay loam	3
	BC	36-60	Strong Brown (7.5YR 5/6) silty clay loam; common Yellow (10YR 7/8) lithochromic mottles; 10% shale fragments	3
2 Auger	A	0-3	Dark Yellowish Brown (10YR 4/4) loam	2
	BA	3-28	Yellowish Brown (10YR 5/4) loam	2
	Bt	28-40	Yellowish Red (5YR 5/8) silty clay loam; common Yellow (10YR 7/6) and Yellow (10YR 7/8) lithochromic mottles	3
	BC	40-60	Strong Brown (7.5YR 5/6) silty clay loam; common Very Pale Brown (10YR 7/4) and Yellow (10YR 7/8) lithochromic mottles; 10% weathered shale fragments	3
3 Auger	A	0-3	Brown (10YR 4/3) loam	2
	BA	3-12	Yellowish Brown (10YR 5/4) loam 10% coarse fragments	2
	Bt	12-30	Yellowish Brown (10YR 5/6) silty clay loam	3
	C	30-60	Brownish Yellow (10YR 6/6) channery silt loam; 20% shale fragments; few Very Pale Brown (10YR 7/3) lithochromic mottles	3
4 Auger	A	0-1	Dark Yellowish Brown (10YR 4/4) loam	2
	BA	1-6	Yellowish Brown (10YR 5/4) gravelly loam; 15% coarse fragments	2
	Bw1	6-24	Yellowish Brown (10YR 5/6) gravelly loam; 15% coarse fragments	2
	Bw2	24-36	Brownish Yellow (10YR 6/8) gravelly loam; 15% coarse fragments	2
	C1	36-44	Yellowish Brown (10YR 5/4) gravelly loam; 15% coarse fragments	2
	C2	44-60	Yellow (10YR 7/8) gravelly loam; 15% coarse fragments	2

Subdivision: Standard Subdivision of Tax Parcel 074-001-0000-0051

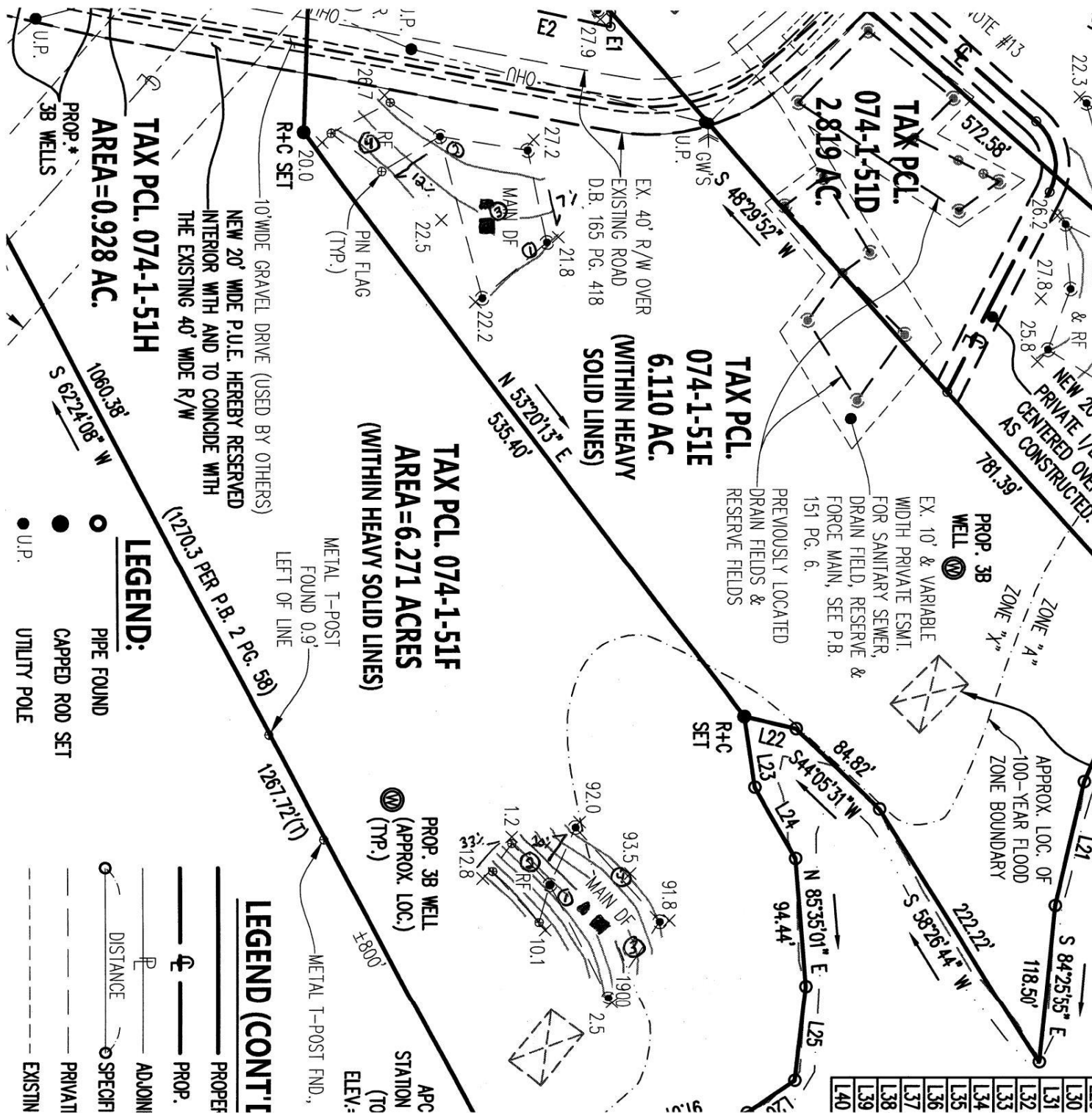
Parcel ID: 074-1-51F

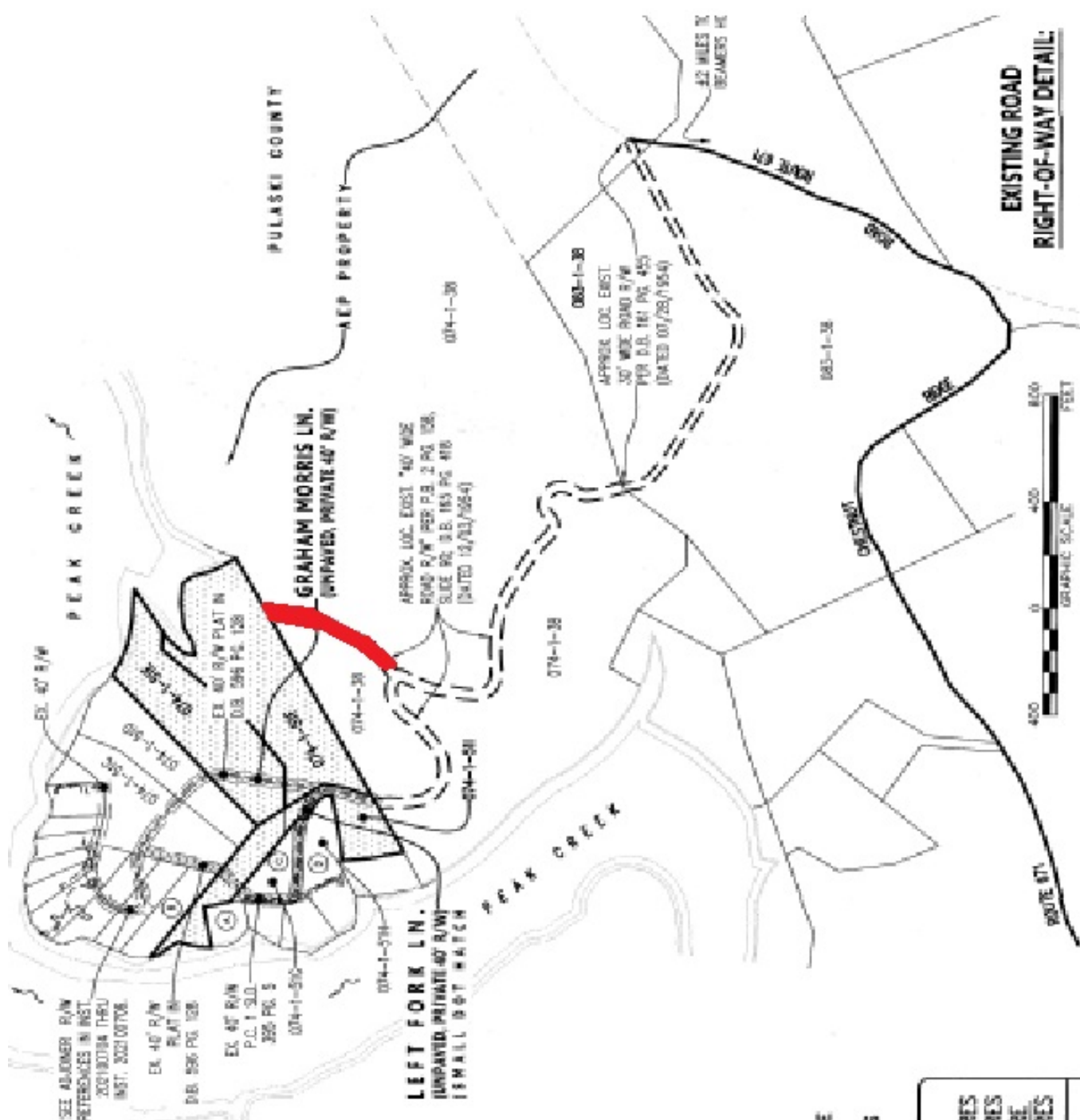
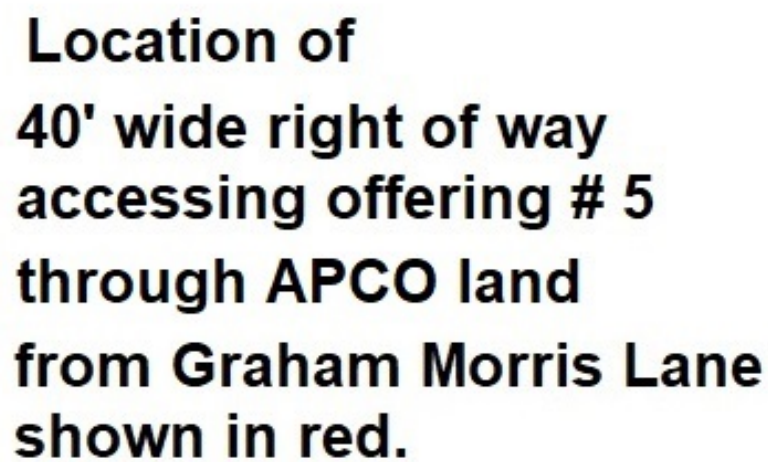
**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

Main DF		Reserve DF	
Type of system	Pump into conventional lines	Reserve Area Required	Yes
EPR	55	Type of Reserve	TL-2 into Conventional Lines
Slope %	20	EPR	55
# Bedrooms	3	Slope %	33
Gallons/Day	450	Gallons/Day	225
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	412	Loading Rate (gpd/sqft)	0.57
Total Square Ft. of Trench Bottom per BR in Design	450	Total Square Ft. of Trench Bottom Required	395
Total Square Ft. of Trench Bottom Required	1236	Total Square Ft. of Trench Bottom in Design	405
Total Square Ft. of Trench Bottom in Design	1350	# Lines of Reserve	3
# Lines Installed	5	Line Length (ft.)	45
Length of Line Installed (ft.)	90	Installed <24" from Rock or Other Impervious Strata	No
Installed <24" from Rock or Other Impervious Strata	No	Centers (ft.)	11
Centers (ft.)	10	Width Required (ft.)	25
Width Required (ft.)	43	Width in Design (ft.)	25
Installation Depth (inches into natural soil)	24	Installation Depth (inches into natural soil)	24
Amount of Backfill Required (inches)	N/A	Amount of Backfill Required (inches)	N/A
		Type of Well Recommended	3B
		Amount of Casing & Grout (ft.)	50 min.

Subdivision: Standard Subdivision of Tax Parcel 074-001-0000-0051

Parcel ID: 074-1-51F





074-001-0000-051F

GRAHAM WILLIAM P ET AL

Tax ID R031178 0

Printed 3/18/2022

Card No. 1 of 1

GRAHAM WILLIAM P ET AL
C/O ELIZABETH GRAHAM
PO BOX 923
OAK RIDGE NC 27310
GRAHAM SUBDIVISION
CLAYTOR LAKE
PLAT 202103583

Neighborhood Number
100
Neighborhood Name
Lake North
TAXING DISTRICT INFORMATION
Jurisdiction Name Pulaski County
Area 001
District 02
Parent Parcel Number 074-001-0000-0051
Dept. of Tax Code 2 SF Residential Suburban
Property Address

Site Description
Topography:
Rolling
Public Utilities:
Electric
Street or Road:
Unpaved
Neighborhood:
Static
Legal Acres:
6.1750

Transfer of Ownership				
Owner	Consideration	Transfer Date	Deed Book/Page	Deed Type

Valuation Record								
Assessment Year	02/25/2021	08/04/2021	10/01/2021					
Reason for Change	PLAT AC CHNG	PLAT AC CHNG	SURVEY CHG					
0	L 198700	201300	214600					
	I 0	0	0					
	T 198700	201300	214600					
Taxable Value:								214600

Land/Use Information				
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
Total Land Value: 214600				

Tax ID R031178 0

Printed 3/18/2022

Special Features	
Description	

Summary of Improvements								
ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
Total Improvement Value								0