



## Blue Ridge Land & Auction Co., Inc

### Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Blue Ridge Mountains Council, by & through George D Clay II, Scout Executive

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, August 25<sup>th</sup>, 2022 @ 4 PM

\*\*\* Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

1. 63.37 acres +/- and improvements; Tax ID # 075-001-0000-0021  
Deed Book 2016 Page 0007

**More Commonly Known As:** – 4100 Adventure Base Road, Radford, VA 24141

2. 4.73 Acres +/- and improvements; Tax ID # 075-001-0000-0019  
Deed Book 2016 Page 0007

**More Commonly Known As:** – 6380 Owens Road, Radford, VA 24141

- o **Online Bidding Open NOW**
- o **Online Bidding Closes on Thursday, August 25th, 2022, at 4:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

### **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at [brlanda@swva.net](mailto:brlanda@swva.net)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed,

hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$100,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, October 25<sup>th</sup>, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties

expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.matt@gmail.com](mailto:Gallimore.matt@gmail.com)

**Individual State License #'s**

|                                             |            |
|---------------------------------------------|------------|
| Virginia Auctioneer License #               | 2907004059 |
| Virginia Real Estate Broker License #       | 0225062681 |
| North Carolina Auctioneer License #         | 10250      |
| North Carolina Real Estate Broker License # | 311692     |
| Tennessee Auctioneer License #              | 7095       |
| Tennessee Real Estate Broker License #      | 350819     |
| South Carolina Auctioneer License #         | 4757       |

**Firm State License #'s**

|                                           |            |
|-------------------------------------------|------------|
| Virginia Auction Firm License #           | 2906000294 |
| Virginia Real Estate Firm License #       | 0226000240 |
| North Carolina Auction Firm License #     | 10299      |
| North Carolina Real Estate Firm License # | C35716     |
| Tennessee Real Estate Firm License #      | 263941     |
| South Carolina Auction Firm License #     | 4208       |



**Auction Services**

# Aerial Map

**68.09 +/- Acres**





| COURSE | BEARING | DISTANCE |
|--------|---------|----------|
|--------|---------|----------|

|      |               |        |
|------|---------------|--------|
| L-1  | S 66°54' 08"E | 50.37' |
| L-2  | S 69°30' 36"E | 51.66' |
| L-3  | S 82°43' 17"E | 71.92' |
| L-4  | S 60°28' 13"E | 74.91' |
| L-5  | S 63°25' 43"E | 56.78' |
| L-6  | S 17°15' 43"E | 26.89' |
| L-7  | S 17°05' 15"W | 22.44' |
| L-8  | S 33°29' 30"W | 25.28' |
| L-9  | S 63°24' 25"E | 49.15' |
| L-10 | S 38°25' 35"E | 51.31' |
| L-11 | N 61°50' 57"E | 75.16' |
| L-12 | S 77°36' 16"E | 24.97' |
| L-13 | S 48°51' 46"E | 31.96' |
| L-14 | S 10°13' 22"E | 23.07' |
| L-15 | S 75°17' 42"E | 63.10' |
| L-16 | S 65°11' 40"E | 46.21' |
| L-17 | S 59°53' 08"E | 59.77' |
| L-18 | S 32°24' 07"E | 28.46' |
| L-19 | S 16°34' 21"E | 23.95' |
| L-20 | S 10°34' 08"W | 42.02' |
| L-21 | S 19°23' 58"W | 42.81' |
| L-22 | S 21°43' 12"W | 56.79' |
| L-23 | S 48°13' 21"W | 79.58' |
| L-24 | S 32°19' 56"W | 49.79' |
| L-25 | S 63°28' 46"W | 53.23' |
| L-26 | S 85°30' 55"W | 43.62' |
| L-27 | S 75°11' 50"W | 27.91' |
| L-28 | S 54°15' 36"W | 57.86' |
| L-29 | S 65°20' 41"W | 94.83' |
| L-30 | S 67°04' 14"W | 35.79' |
| L-31 | S 55°52' 27"W | 52.68' |
| L-32 | S 27°06' 15"E | 6.10'  |
| L-33 | N 89°58' 22"E | 80.11' |
| L-34 | N 84°53' 22"E | 45.63' |
| L-35 | N 66°05' 01"E | 46.87' |
| L-36 | N 49°20' 26"E | 28.40' |
| L-37 | N 41°17' 11"E | 31.57' |
| L-38 | N 78°20' 16"E | 24.96' |
| L-39 | S 05°18' 49"W | 76.54' |
| L-40 | N 78°35' 16"E | 15.05' |
| L-41 | N 76°18' 00"E | 18.55' |
| L-42 | N 79°03' 00"E | 13.64' |
| L-43 | S 85°11' 00"E | 16.52' |
| L-44 | S 61°39' 00"E | 21.61' |
| L-45 | S 42°58' 00"E | 20.70' |
| L-46 | S 38°37' 09"E | 16.94' |

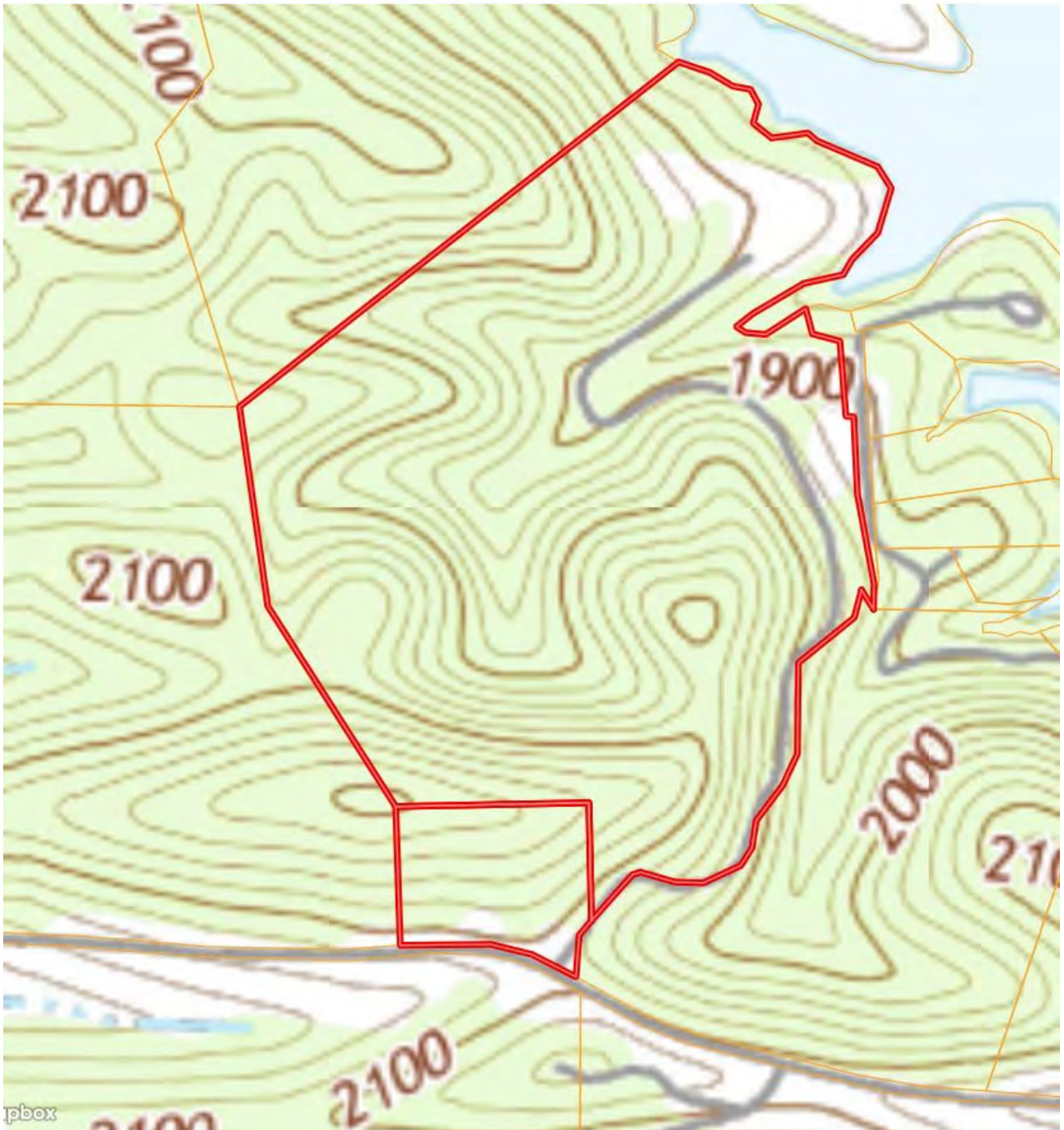
# Shoreline Calls



**Auction Services**

# Topo Map

68.09 +/- Acres





**Auction Services**

## Neighborhood Map

4100 Adventure Base Rd  
Radford, VA





# Flood Map

## Auction Services



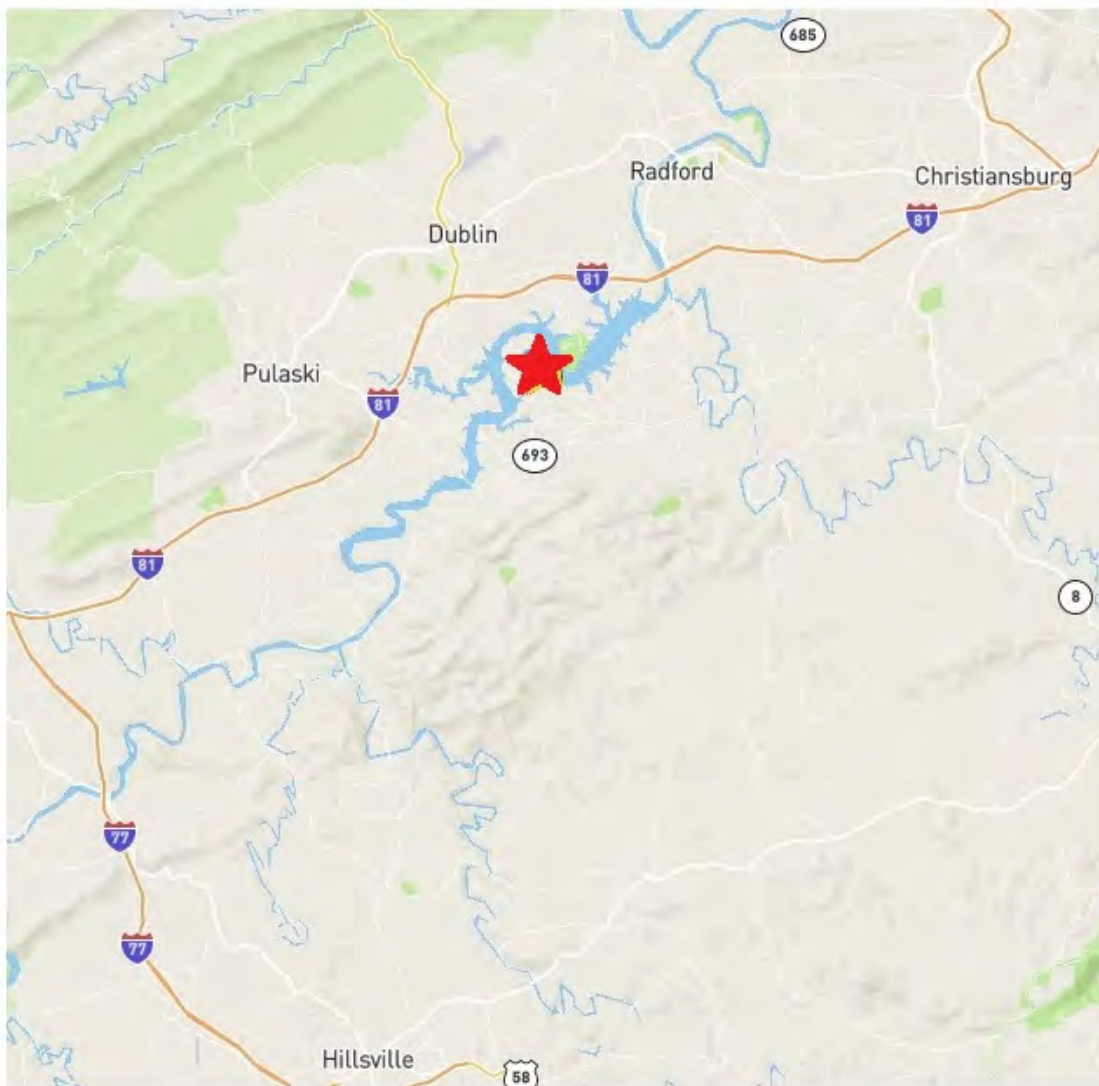


## Location Map

4100 Adventure Base Road

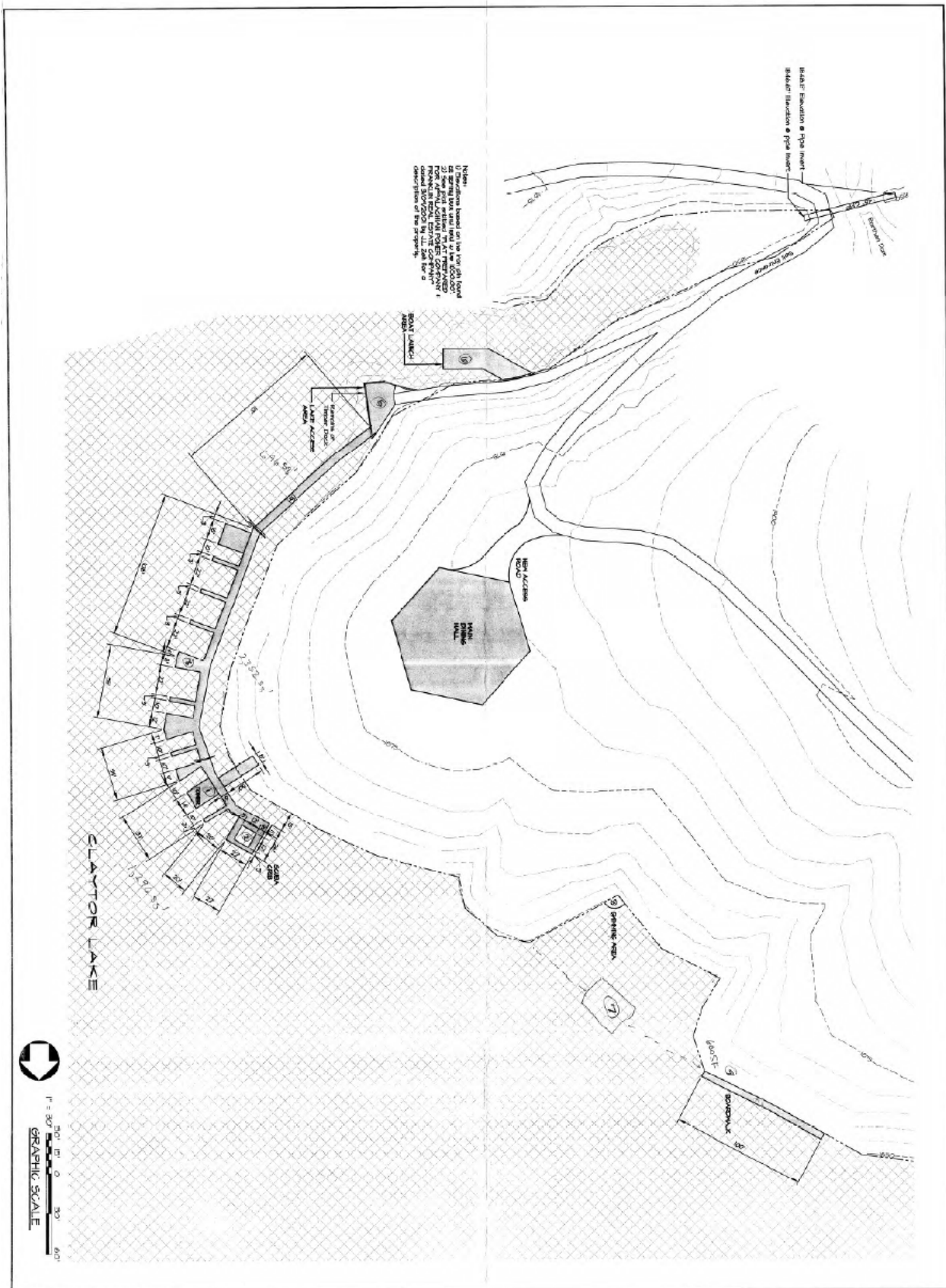
Radford, VA

## Auction Services



\* Red star indicates the approximate property location





1" = 50' GRAPHIC SCALE

1" = 50' GRAPHIC SCALE

**BOY SCOUTS OF AMERICA**  
**CAMP CLAYTOR**  
**PULASKI COUNTY, VIRGINIA**

102 Albemarle Ave  
 Roanoke, Virginia  
 24013

www.bmvpc.com

ph: 540.348.0675  
 fax: 540.342.4455

bmvpc@bmvpc.com

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
|     |      |             |    |
|     |      |             |    |
|     |      |             |    |

DESIGNED BY: B.S.

DRAWN BY: B.S.

CHECKED BY: B.S.

APPROVED BY: B.S.

DATE: 11/11/01

THE BOY SCOUTS OF AMERICA

1111 11th St. N.E.

ATLANTA, GA 30309

**LAYOUT PLAN**

| COURSE | BEARING       | DISTANCE |
|--------|---------------|----------|
| L-1    | S 66°54' 08"E | 50.37'   |
| L-2    | S 69°30' 36"E | 51.66'   |
| L-3    | S 82°43' 17"E | 71.92'   |
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NOTE: Contour Line 1850 shown hereon is based on APCO FBIM, No. 642 located in Claytor Lake State Park - given Elev. = 1851.45 as shown on APCO DWG. NO. E-2275.

BERNARD C. WAMPLER, TRUS.  
DB 662, PG. 804

JOE P. G.  
DB 284.

PARCEL C  
(9.640 Acres)

Conc. Spring Box  
I Pin Set on Contour  
Line 1850 at spring box  
(129.40)

LAKE

CLAYTOR

Contour

ROAD

ROCK

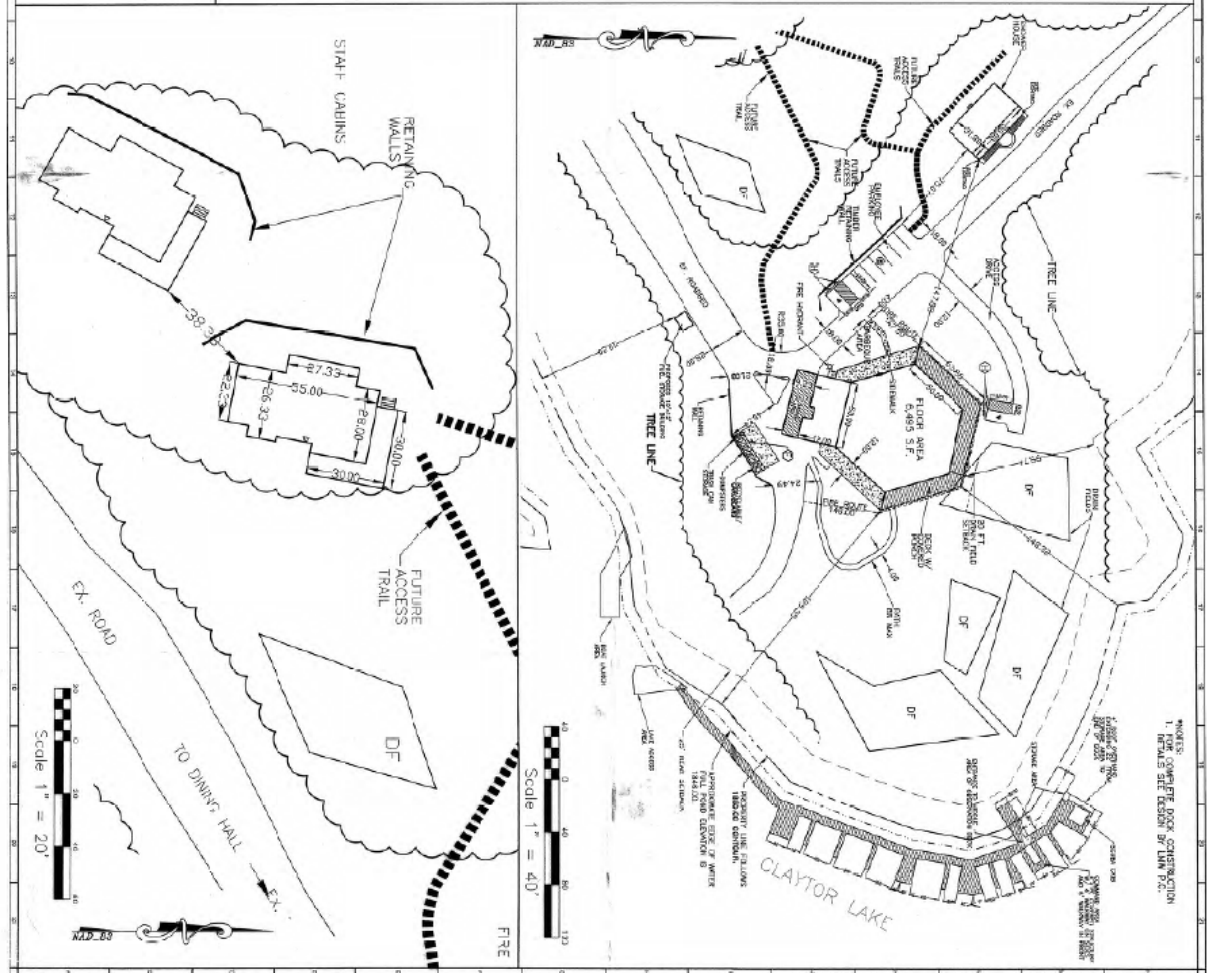
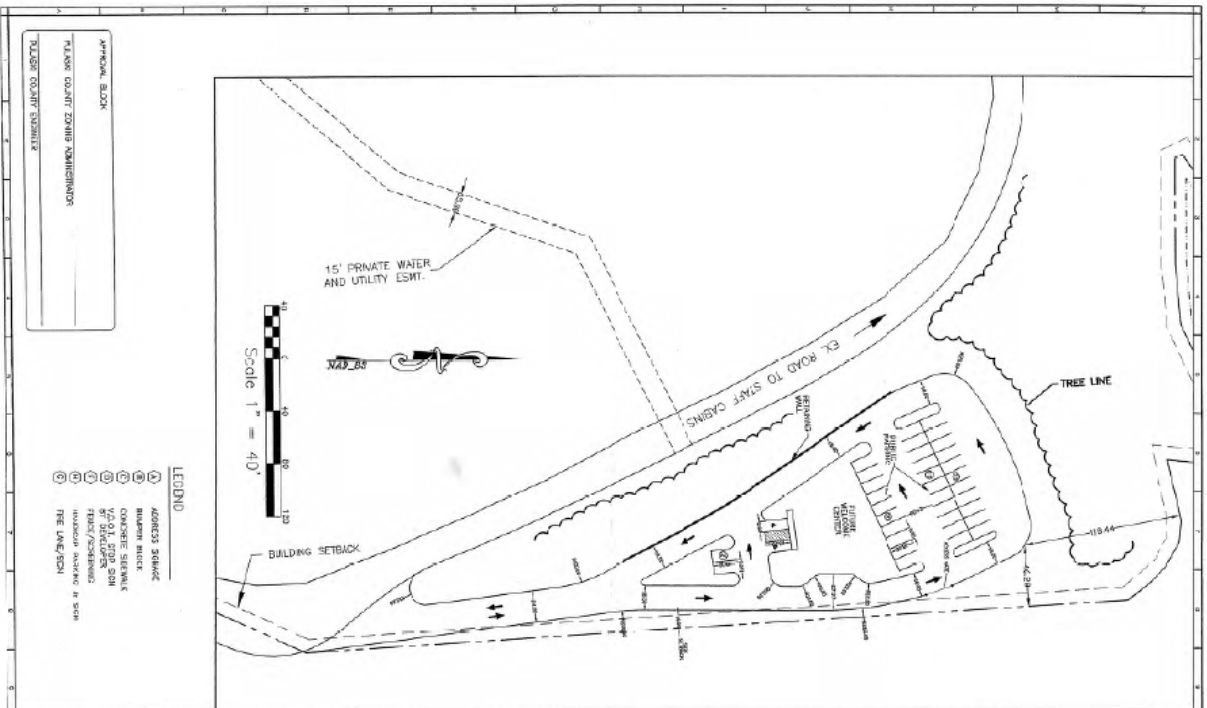
AND

LINE

Line

I Pin on

I Pin on



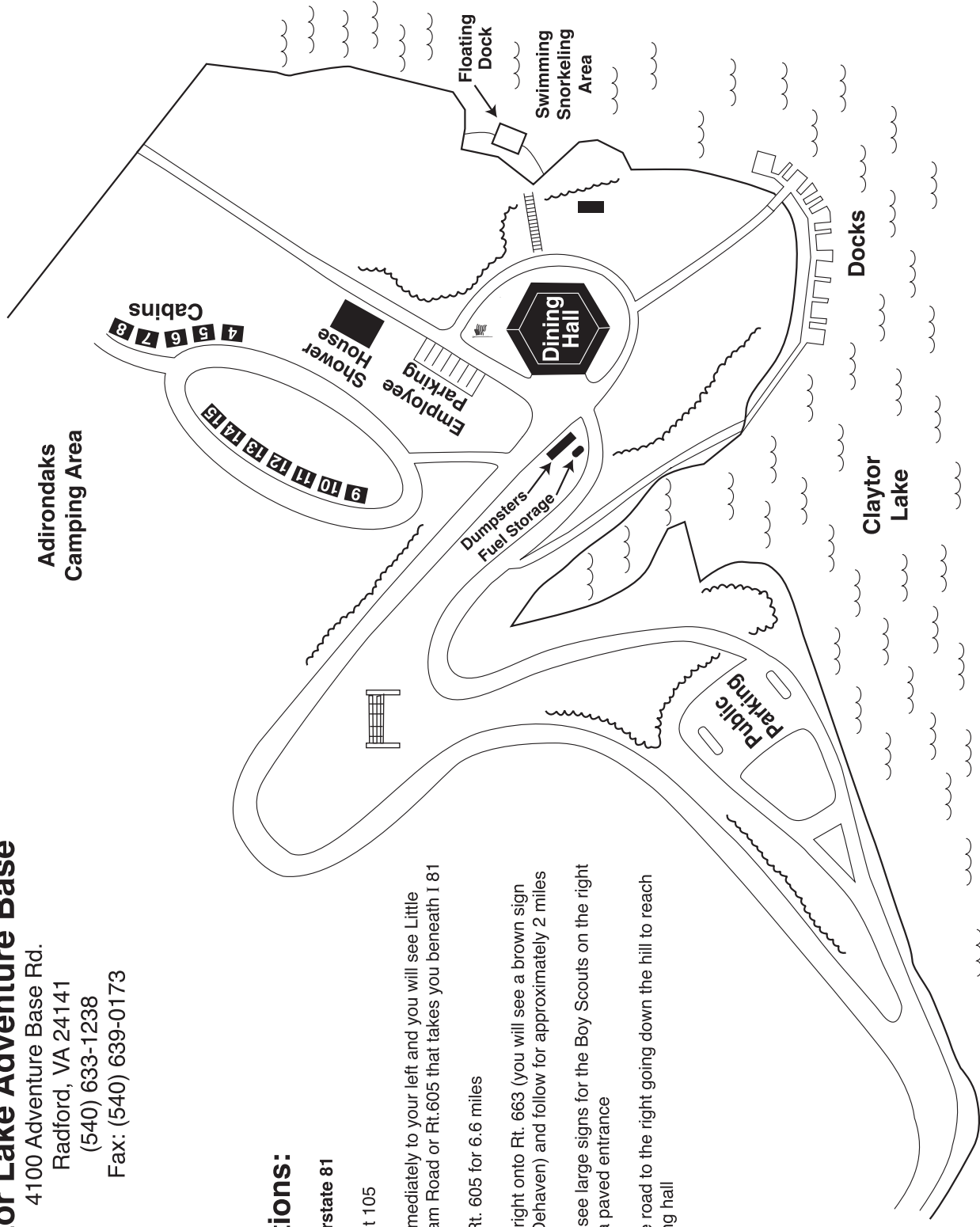
# Claytor Lake Adventure Base

4100 Adventure Base Rd.  
Radford, VA 24141  
(540) 633-1238  
Fax: (540) 639-0173

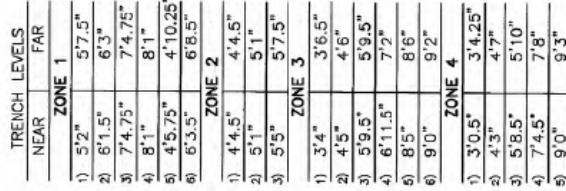
## Directions:

### From Interstate 81

1. Take exit 105
2. Look immediately to your left and you will see Little River Dam Road or Rt.605 that takes you beneath I 81
3. Follow Rt. 605 for 6.6 miles
4. Make a right onto Rt. 663 (you will see a brown sign saying Dehaven) and follow for approximately 2 miles
5. You will see large signs for the Boy Scouts on the right beside a paved entrance
6. Take the road to the right going down the hill to reach the dining hall



•DASHED LINES SHOW PIPES  
INSTALLED AFTER INSPECTION



DEPT. 68

SCALE: 1" = 40'  
SHEET NO.  
1 OF 1  
JOB NO.  
B0600007.00  
DEPT. 58

[illegible][illegible]

HEREBY ACKNOWLEDGE THE SITE IMPROVEMENTS INCURRED BY THIS PLAN, AND THE PLASCO COUNTY DOES, I HEREBY AGREE TO OFFER TO THE SUBJECT PROPERTY IN COMPLIANCE WITH THE PLAN AND THE PLASCO COUNTY PLAN, RESOLUTIONS TO PLASCO COUNTY FOR APPEAL, I AGREE TO FORFEIT ALL INCURRED MONIES WITH THE COUNTY FOR THE DEVELOPMENT AND MAINTENANCE. ALL IMPROVEMENTS MUST BE COMPLETED TO THE COUNTY'S SATISFACTION PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.

DATE \_\_\_\_\_

PUNED COUNTY ZONING ADMINISTRATOR

PUNED COUNTY ENGINEER



418 Popple Farm Road, N.  
Chesham, VA 24025  
540-331-4290  
FAX 540-331-4291

**BALZER**  
**PAINTS**  
P.O. BOX 111409 • TROY, OH 45411  
WWW.Balzer.CO  
Main Street Valley  
Paintball  
Ramparts  
Chambersburg Valley

SHEET NO. 01



# General Floorplan

Aquatic Base/ Basement Level

4100 Adventure Base Road Radford, VA

6,450 Square Feet

## Auction Services

Year Built - 2014

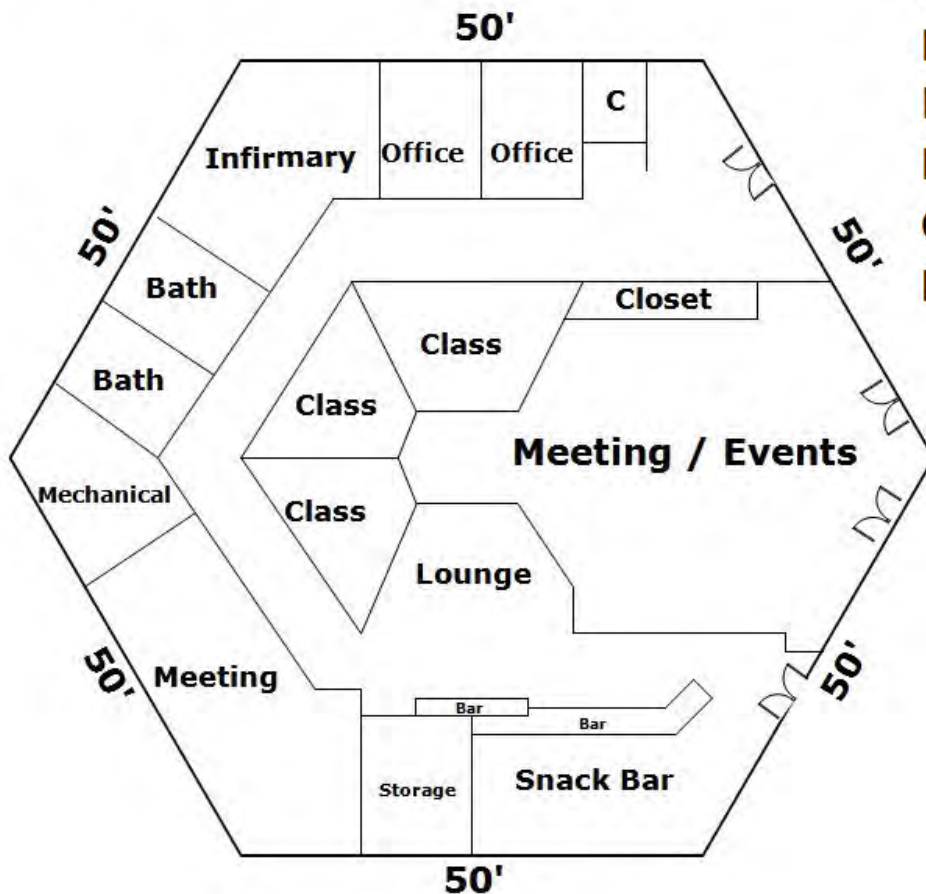
Exterior - Hardie Board

Interior Walls - Drywall

Floors - Concrete

Ceiling - Ceiling Tile

Heating - Heat Pump



**\*Approximate Floorplan for illustration purposes**



**Auction Services**

# General Floorplan

Aquatic Base/ Convention Center Level

4100 Adventure Base Road Radford, VA

**7,950 Square Feet**

**Ground Level**

**Year Built - 2012**

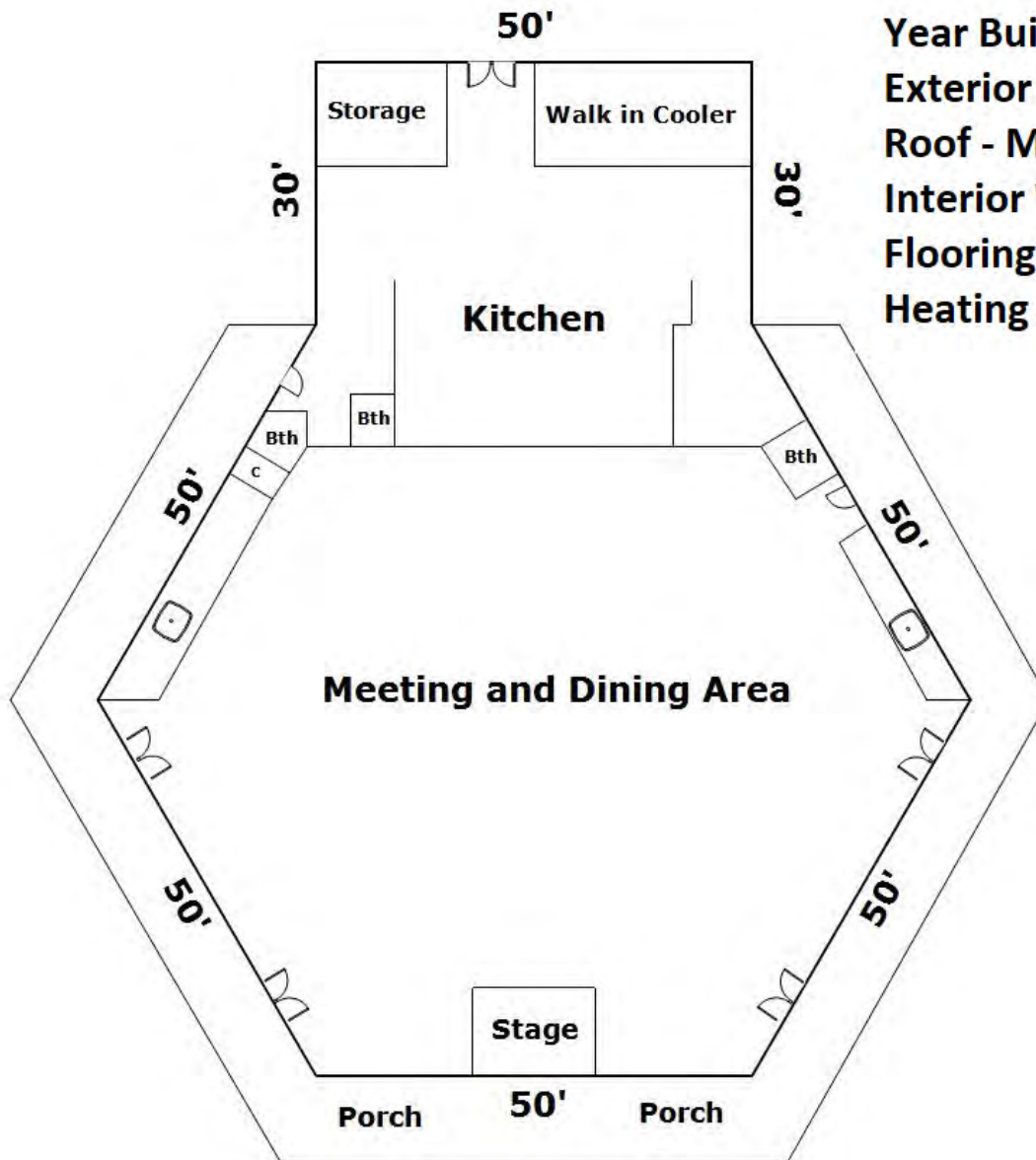
**Exterior - Hardie Board**

**Roof - Metal**

**Interior Walls - Drywall**

**Flooring - Concrete**

**Heating - Propane**



*\*Approximate Floorplan for illustration purposes*

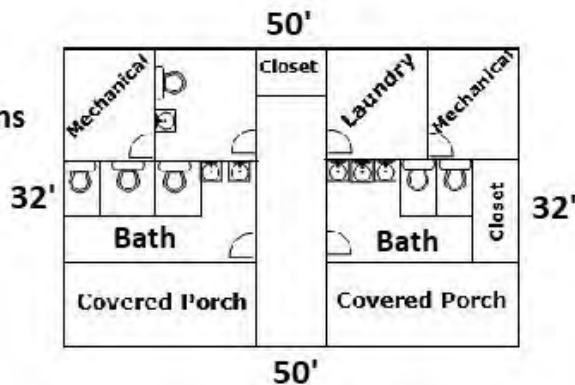


**Auction Services**

# General Floorplan

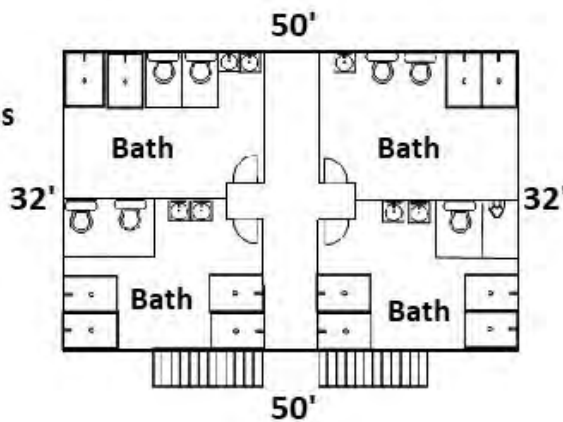
**Bath House and and Three  
Apartments  
4,800 Square Feet**

**Level 1: Bathrooms  
1,600 Sq. Ft.**

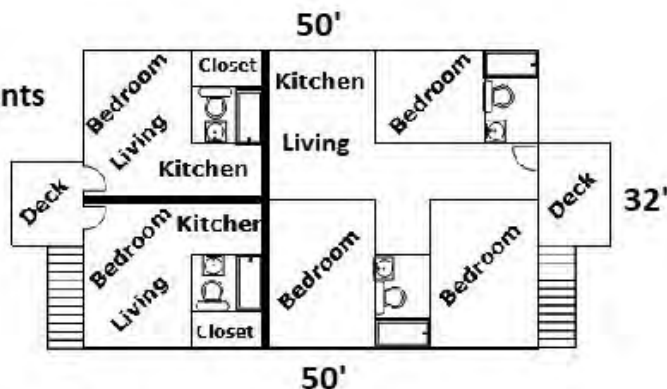


**Year Built: 2014**  
**Exterior Siding: Hardie Board**  
**Floors (Apartments): Laminate**  
**Hardwood and Vinyl**  
**Roof: Metal**  
**Heating: Propane in first two levels with Heat Pump in apartments**

**Level 2: Bathrooms  
with Showers  
1,600 Sq. Ft.**



**Level 3: Apartments  
1,600 Sq. Ft.**



**1 Bed Apartment:  
320 Square Feet**  
**3 Bed Apartment:  
960 Square Feet**

**\*Approximate Floorplan for illustration purposes**

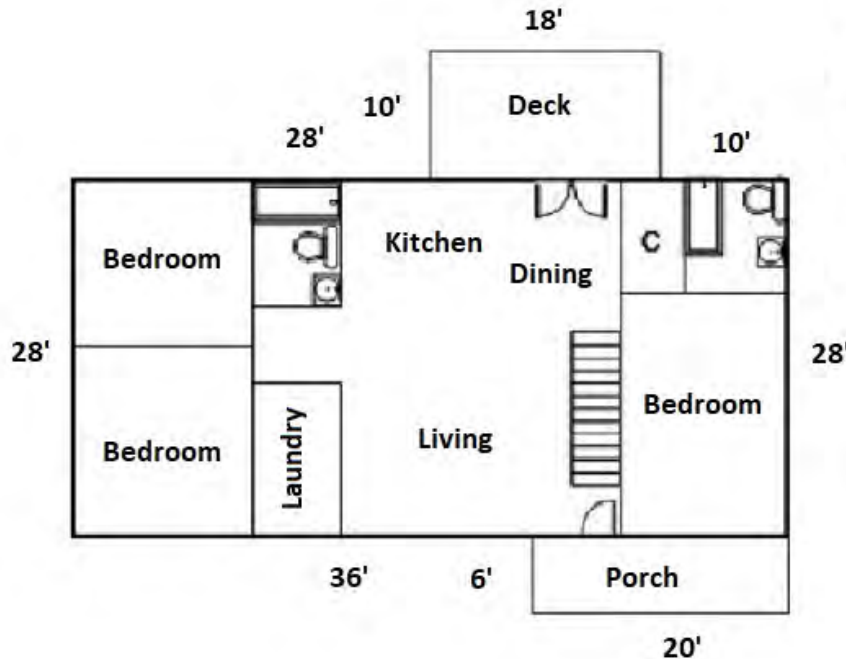


**Auction Services**

## General Floorplan: Ranger/Caretaker House

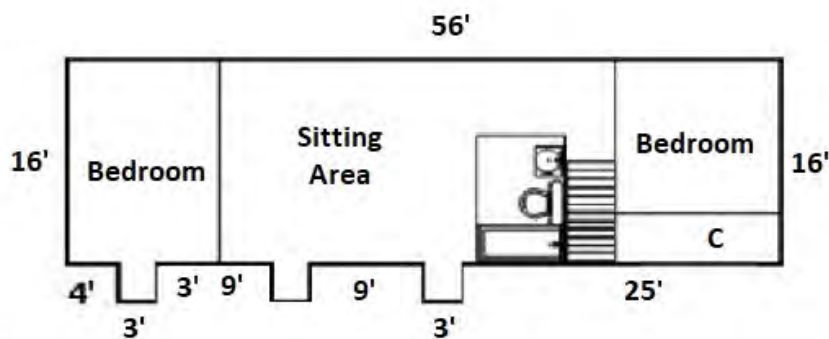
6380 Owens Rd Radford, VA

2,491 Square Feet



Built: 2013  
Exterior Siding: Hardie Board  
Roof: Metal  
Walls: Drywall  
Heating: Heat Pump  
Flooring: Laminate Hardwood  
\*Includes an unfinished basement with single car garage\*

1,568 Square Feet



923 Square Feet

\*Approximate Floorplan for illustration



American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215  
aep.com

Thomas G. St Pierre  
Associate General Counsel  
614-716-1658  
tgstpierre@aep.com

Mr. George Clay  
Boy Scouts of America  
Post Office Box 7606  
Roanoke, VA 24019

June 9, 2022

Dear Mr. Clay:

As you are aware, per Special Warranty Deed, dated May 6, 2004, Franklin Real Estate Company ("Franklin") donated 68.097 acres ("Property") adjacent to the Claytor Hydroelectric Project (Project) to the Boy Scouts of America (BSA) Blue Ridge Mountain Council in May of 2004 so that the BSA could construct the Claytor Lake Aquatics Base. According to the Pulaski County, Virginia Real Estate Records, the tax map numbers of the two parcels are 075-001-0000-0021 and 075-1-19. Per the Special Warranty Deed, between Franklin and the BSA, Franklin retained a right of first refusal to repurchase the Property.

In addition to the donation of the Property, Appalachian Power Company (Appalachian) approached the Federal Energy Regulatory Commission (FERC or Commission) in 2006 for permission to grant uses within the Project boundary (1850 elevation contour) not typically permitted to adjacent property owners because of the nature of the Claytor Lake Aquatics Base, that is, per the Commission filing "to provide an advanced aquatics training program for Scouts, and the need for the SA to provide a safe environment on the water for Scouts to learn". Therefore, the purpose of this letter is to let you know that Franklin is not interested in purchasing the property from the BSA at this time but will gladly issue a Quit Claim Deed eliminating our right of first refusal upon modifications to uses permitted to the BSA within the Project boundary.

According to a permit issued to the BSA in September of 2007 (following permission from the Commission by Order Approving Non-Project Use of Project Lands issued on November 22, 2006), Appalachian authorized the following uses within the Project boundary:

- (1) Two (2) covered boats slips with entrance walkway, observation deck, storage area and Aquatic Director Command Center.
- (2) Scuba crib with enclosed storage area
- (3) Fringe pier system with thirteen (13) uncovered boat slips
- (4) Boardwalk with ADA Access
- (5) Covered training pavilion
- (6) Boat launch area
- (7) Floating dock
- (8) Waterfront entry point (to swim area)
- (9) Fishing/Swim test boardwalk

*BOUNDLESS ENERGY™*

According to a recent site visit, not all the structures have been constructed or areas developed including the following:

- (1) Boat launch area
- (2) Floating Dock
- (3) Waterfront entry point to swim area and no swim area
- (4) No fishing/swim test boardwalk

However, the following existing structures were noted:

- (1) Two (2) covered boat slips (lower level), entrance walkway, observation area and enclosure (Aquatic Director Command Center) on the upper level. The enclosure is 13' x 12'6" (inside dimensions) and the walkway is 15' wide. The enclosure is an open room with no water, plumbing, etc.
- (2) The Scuba Crib appears to be a hole cut out of a stationary dock. The inspector was unable to see the lake bottom to verify whether there was any type floor.
- (3) Fringe pier system with thirteen (13) uncovered slips. Please note that although this structure meets the permit issued to the BSA, it does not meet Appalachian's Shoreline Management Plans' current definition of a boat slip.
- (4) Six-foot-wide boardwalk with ADA access.
- (5) There is not a covered facility in the location referenced on the drawing submitted to FERC but there is a 31' x 16' covered dock in a different (unauthorized) location.

Lastly, a second smaller enclosure (6' x 12') on the lower level was constructed without the benefit of a permit from Appalachian.

As the aforementioned structures are not uses currently allowed in Appalachian's current Shoreline Management Plan for the Claytor Project or uses that we could justify for another entity, we ask that before we grant the Quit Claim Deed, that you remove all authorized and unauthorized structures within the Project boundary and Appalachian will gladly work with any future property owner to allow uses currently allowed in the Shoreline Management Plan. Should you have a ratified contract with a buyer, Appalachian is willing to coordinate with you on the possibility of developing a plan and retaining certain structures, provided the structures meet the appropriate regulations in the Shoreline Management Plan for the Claytor Project.

Please let me know if you have any questions and please know that Appalachian's staff looks forward to working with you in the future.

Sincerely,

*Thomas G. St. Pierre*

Thomas G. St. Pierre  
Associate General Counsel – Real Estate

Part of Tax Map # 75, Page 21419

This is a deed of gift which is exempt from  
all recording taxes pursuant to Virginia  
Code §58.1-811.D.

This Instrument Prepared by  
Kenneth E. McDonough  
Assistant General Counsel  
American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215  
for Franklin Real Estate Company

SPECIAL WARRANTY DEED

FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation having an office at 40 Franklin Road, SW, Roanoke, Virginia, Grantor (hereafter "Franklin"), hereby DONATES, GRANTS AND CONVEYS, with Covenants of Special Warranty of Title, to the BOY SCOUTS OF AMERICA - BLUE RIDGE MOUNTAIN COUNCIL, having a tax mailing address at 2131 Valley View Boulevard, NW, Roanoke, VA, 24019, Grantee (hereafter "the Boy Scouts"), that certain tract or parcel of land situate on the right (when facing downstream) side of the New River and Claytor Lake, in the Ingles Magisterial District (formerly the Hiawasee Magisterial District), in Pulaski County, Virginia, more particularly described as follows:

BEGINNING at a point on right-of-way VSR 663, common corner to Lucy Wright and Franklin Real Estate Company, thence leaving said VSR 663, along Lucy Wright line, N 00° 45' E, passing iron on line at 8.14 feet, a total distance of 397.14 feet to a concrete monument found, thence along Franklin Real Estate Company and Lucy Wright, N 30° 41' 09" W, 661.31 feet to a square iron rod, thence N 07° 13' 52" W, 520.65 feet to a concrete monument found at a fence corner, thence leaving Lucy Wright property and with a new line through Franklin Real Estate Company property, N 52° 47' 36" E, passing iron pins on line at 308.52 feet, at 1,171.67 feet, at 1,364.38 feet, a total distance of 1,493.78 feet to an iron pin set on contour line 1850 by spring box on Claytor Lake, thence along said 1850 contour line of Claytor Lake the following calls:

S 66° 54' 08" E, 50.37 feet to a point,  
S 69° 30' 36" E, 51.66 feet to a point,  
S 82° 43' 17" E, 71.92 feet to a point,  
S 60° 28' 13" E, 74.91 feet to a point,  
S 63° 25' 43" E, 56.78 feet to a point,

1

Doc #228468.v1 Date: 03/05/2004 11:45 AM



LR2004082727

Page: 1 of 7

S 17° 15' 43" E, 26.89 feet to a point,  
 S 17° 05' 15" W, 22.44 feet to a point,  
 S 33° 29' 30" W, 25.28 feet to a point,  
 S 63° 24' 25" E, 49.15 feet to a point,  
 S 38° 25' 35" E, 51.31 feet to a point,  
 N 61° 50' 57" E, 75.16 feet to a point,  
 S 77° 36' 16" E, 24.97 feet to a point,  
 S 48° 51' 46" E, 31.96 feet to a point,  
 S 10° 13' 22" E, 23.07 feet to a point,  
 S 75° 17' 42" E, 63.10 feet to a point,  
 S 65° 11' 40" E, 46.21 feet to a point,  
 S 59° 53' 08" E, 59.77 feet to a point,  
 S 32° 24' 07" E, 28.46 feet to a point,  
 S 16° 34' 21" E, 23.95 feet to a point,  
 S 10° 34' 08" W, 42.02 feet to a point,  
 S 19° 23' 58" W, 42.81 feet to a point,  
 S 21° 43' 12" W, 56.79 feet to a point,  
 S 48° 13' 21" W, 79.59 feet to a point,  
 S 32° 19' 56" W, 49.79 feet to a point,  
 S 63° 28' 46" W, 53.23 feet to a point,  
 S 85° 30' 55" W, 43.62 feet to a point,  
 S 75° 11' 50" W, 27.91 feet to a point,  
 S 54° 15' 36" W, 57.88 feet to a point,  
 S 65° 20' 41" W, 94.83 feet to a point,  
 S 67° 04' 14" W, 35.79 feet to a point,  
 S 55° 52' 27" W, 52.68 feet to a point,  
 S 27° 06' 15" E, 6.10 feet to a point,  
 N 89° 58' 22" E, 80.11 feet to a point,  
 N 84° 53' 22" E, 45.63 feet to a point,  
 N 66° 05' 01" E, 46.87 feet to a point,  
 N 49° 20' 26" E, 28.40 feet to a point,  
 N 41° 17' 11" E, 31.57 feet to a point,  
 N 78° 20' 16" E, 24.96 feet to a point, to an iron pin found on 1850 contour  
 line, thence leaving 1850 contour line and with Bernard C. Wampler lines, S  
 05° 18' 49" W, 76.54 feet to an iron rod found on north edge soil and rock  
 road bed, thence generally along said road bed the following calls:

N 78° 35' 16" E, 15.05 feet,  
 N 76° 18' 00" E, 18.55 feet,  
 N 79° 03' 00" E, 13.64 feet,  
 S 85° 11' 00" E, 16.52 feet,  
 S 61° 39' 00" E, 21.61 feet,  
 S 42° 58' 00" E, 20.70 feet,



S 38° 37' 09" E, 16.94 feet to an iron rod found on east side of said road bed; thence generally along said road bed S 03° 38' 28" E, 622.52 feet to an iron pin set in center of said road bed, thence leaving said road bed S 24° 08' W, 76.80 feet to an iron rod found, thence crossing said road bed, S 88° 45' 30" E, 55.10 feet to a pipe found on west side of a 24" marked White Oak, corner to Frances H. Claytor, thence with Claytor lines and running ± 20 feet east of and generally parallel to center line of aforesaid soil and gravel road bed, the following calls:

S 42° 43' 57" W, 101.73 feet,  
 S 55° 04' W, 92.46 feet,  
 S 46° 36' W, 34.35 feet,  
 S 27° 06' W, 34.23 feet,  
 S 03° 33' W, 69.56 feet,  
 S 03° 27' W, 140.89 feet,  
 S 14° 30' W, 70.46 feet,  
 S 35° 01' W, 102.04 feet,  
 S 25° 01' W, 71.41 feet,  
 S 11° 49' W, 42.71 feet,  
 S 28° 39' W, 48.29 feet,  
 S 50° 01' W, 66.55 feet,  
 S 71° 05' W, 89.52 feet,  
 N 80° 14' W, 73.07 feet,  
 N 60° 17' W, 61.65 feet,  
 N 86° 46' W, 16.79 feet,  
 S 42° 18' W, 92.92 feet,  
 S 43° 37' W, 106.07 feet,  
 S 38° 22' W, 69.70 feet,  
 S 00° 44' 11" W, 57.32 feet to an iron pin set on north right-of-way VSR 663; thence along northern right-of-way VSR 663, N 59° 43' 08" W, 67.90 feet to a point, N 66° 44' 22" W, 56.02 feet to a point, N 75° 14' 15" W, 85.36 feet to a point, N 83° 06' 15" W, 72.53 feet to a point, N 89° 37' W, 113.16 feet to a point, S 85° 25' W, 125.42 feet to a point, S 86° 22' 51" W, 79.67 feet to the Point of Beginning and containing 68.097 acres, as more particularly shown on "Plat Prepared For: Franklin Real Estate Company Ingles District Pulaski County, Virginia," dated March 9, 2001, prepared by J. L. Zeh, Certified Land Surveyor, a copy of which is in the possession of each party hereto.

Being a part of the lands conveyed to Franklin Real Estate Company by H. R. Hartwell and Karen M. Hartwell, his wife, by deed dated July 3, 1986, of record in Deed Book 414, page 731, in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia, and being the same land conveyed to Franklin Real Estate Company by Beulah Boothe Owens and Mary Ruth Cox



and Theodore G. Cox, Jr. by deed dated March 19, 1990, of record in Deed Book 475, page 69, in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia.

SUBJECT to all easements, flowage 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 Premises would disclose.

And, for the same consideration, Franklin grants, insofar as it has the right to do so, unto the Boy Scouts, the right, permit and license of access to the waters of New River and Claytor Lake over Appalachian Power Company's lands below said "Contour Line 1850" and adjacent to the above described parcels of land; but such right of access, and any and all uses or occupancy of lands below said "Contour Line 1850" are hereby made as a revocable license, and are further subject to the exceptions, reservations, covenants and conditions hereinafter set forth and also made subject to all of the terms and conditions of that certain license issued by the Federal Energy Regulatory Commission to Appalachian Power Company (hereinafter "Appalachian"), under date of August 20, 1980, and to any renewal, amendment, or extension thereof, authorizing the operation of a dam and hydro-electric generating station in New River, approximately three-quarters of a mile above the mouth of Little River.

The location and elevation of the above mentioned "Contour Line 1850" are to be determined from and in accordance with the elevation of certain benchmarks established by Appalachian Electric Power Company and shown on a map entitled: "Locations and Elevations of Permanent Benchmarks along New River and Peak Creek in Newborn and Hiawassie Magisterial Districts, Pulaski County,



Virginia", which map is dated October 30, 1928, and revised October 27, 1931, and was filed in four sheets as a part of the deed from Corlie S. Hassan and husband to Appalachian Electric Power Company, dated January 8, 1935, and recorded in the aforesaid Clerk's Office, in Deed Book 72, page 546, et seq.

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

1. Ownership in fee of all lands lying below the Contour Line 1850 abutting the lands described herein. Any and all riparian and/or water rights in and to New River, all right, title and interest in and to the bed, water and creeks of said river, and all islands in said river adjacent to the above described parcel of land. By acceptance of this grant, the Boy Scouts acknowledges and agrees that before installing any additional boat dock, rip-rap, or seawall, or installing any other improvement upon Appalachian's lands lying below the Contour Line 1850: (1) it must comply with applicable zoning and land use regulations of Pulaski County; and (2) it must obtain a permit from Appalachian for any proposed improvements upon, or other use of, Appalachian's lands, prior to commencement of any construction or use thereof by the Boy Scouts, which permit may not be unreasonably withheld.
2. The right to overflow and/or affect so much of the land described herein, and so much of the land upon which access rights are herein granted, as may be overflowed and/or affected continuously or from time-to-time in any manner whatsoever, as a result of the construction, existence, operation, and/or maintenance of the aforesaid dam and hydroelectric generating station, the impounding of the waters of said river and tributaries, and the varying of the level of the so impounded waters by reason of the operation of said dam and hydroelectric station.
3. The right to use any roads now or hereafter constructed upon the above described parcel of land, and the right to construct and use additional roads at reasonable locations upon and across the said parcel of land, for ingress and to egress from the adjoining and adjacent parcels of real estate now or hereafter owned by Appalachian Power Company, its successors and assigns.
4. The right and easement to construct, operate, maintain, inspect, renew and remove an electric power line or lines, with all necessary poles, guys, anchors, wires and fixtures, upon and over the above described parcels of land; together with the



right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line; also the right of ingress and egress to and from and over said premises for the enjoyment of the rights herein reserved. It is further understood and agreed that the Boy Scouts will place no building or other structure within the right-of-way and easement herein reserved.

The Boy Scouts accepts this conveyance with full knowledge and understanding that Appalachian has impounded the waters of New 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 the Boy Scouts, for itself and its successors and assigns, hereby covenants and agrees to and with Appalachian, its successors and assigns, as follows:

- (a) That no claim or demand for injury or damages will be made by the Boy Scouts against Appalachian or Franklin, 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 New 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 the Boy Scouts, and the Boy Scouts shall and will indemnify and save Appalachian and Franklin free and harmless from and against any such claim or demand;
- (b) That the Boy Scouts, 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 New River or its tributaries;
- (c) That the Boy Scouts, its successors and assigns, will take all reasonable precautions to ensure that any use of the lands below the Contour Line 1850 as authorized herein, including the construction of piers or boat docks, will be constructed, operated and maintained in a manner that will protect the scenic, recreational, and environmental values of the Claytor Hydroelectric Project;
- (d) That the land hereby conveyed herein shall be used for recreational and scouting purposes only; and
- (e) That if the land hereby conveyed is offered for sale by the Boy Scouts or its successors, or assigns, then Franklin or its nominee shall be given the first right and opportunity to purchase same upon the same terms and conditions as offered to any



other purchaser.

And it is further covenanted and agreed by the Boy Scouts for itself, its successors and assigns, that the above covenants and agreements shall attach to and run with the land and premises hereby granted, and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time, by Franklin or Appalachian, or its or their successors and assigns.

Dated this 6th day of May, 2004.

Witnessed By:

Kathy Y. Moore  
Kathy Y. Moore

Joyce H. Leachman  
Joyce H. Leachman

FRANKLIN REAL ESTATE COMPANY

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

STATE OF OHIO )  
FRANKLIN COUNTY ) To-wit:

The foregoing was acknowledged before me this 6<sup>th</sup> day of May, 2004, by Roger L. Wheeler, Manager, Land Management, American Electric Power Service Corporation, as Authorized Signer for Franklin Real Estate Company, a Pennsylvania corporation, on behalf of the corporation.



KATHY Y. MOORE  
Notary Public, State of Ohio  
My Commission Expires 01-02-08

Kathy Y. Moore  
Notary Public  
My commission expires: 01-02-08

INSTRUMENT #040002727  
RECORDED IN THE CLERK'S OFFICE OF  
PULASKI COUNTY ON  
MAY 12, 2004 AT 03:29PM  
R. GLENNHOOD LOOKABILL, CLERK  
BY: Carmel L. Carreca (DC)



Instrument Control Number

**Commonwealth of Virginia**  
**Land Record Instruments**  
**Cover Sheet - Form A**

[LS VLR Cover Sheet Agent 1.0.93]

INSTRUMENT #080000814  
 RECORDED IN THE CLERK'S OFFICE OF  
 PULASKI COUNTY ON  
 FEBRUARY 19, 2008 AT 10:22AM  
 \$.50 GRANTOR TAX WAS PAID AS  
 REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
 STATE: \$.25 LOCAL: \$.25

MAETTA H CREWE, CLERK  
 RECORDED BY: VWR

(Box for Deed Stamp Only)

TAX  
CORP  
EX  
EMP  
T

Date of Instrument: [12/26/2007 ]  
 Instrument Type: [DEX ]

Number of Parcels [ 2]  
 Number of Pages [ 8]

City ☐ County ☒ [Pulaski County]

## First and Second Grantors

| Last Name            | First Name | Middle Name or Initial | Suffix |
|----------------------|------------|------------------------|--------|
| [BLUE RIDGE MOUNTA ] | [ ]        | [ ]                    | [ ]    |
| [BOY SCOUTS OF AME ] | [ ]        | [ ]                    | [ ]    |

## First and Second Grantees

| Last Name            | First Name | Middle Name or Initial | Suffix |
|----------------------|------------|------------------------|--------|
| [BLUE RIDGE MOUNTA ] | [ ]        | [ ]                    | [ ]    |
| [BOY SCOUTS OF AME ] | [ ]        | [ ]                    | [ ]    |

Grantee Address (Name) [BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED ]  
 (Address 1) [BOY SCOUTS OF AMERICA ]  
 (Address 2) [2131 VALLEY VIEW BLVD NW ]  
 (City, State, Zip) [ROANOKE ] [VA] [24012-203]

Consideration [500.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☐ County ☒ [Pulaski County ] Percent. in this Juris. [ 100]  
 Book [ ] Page [ ] Instr. No [ ]

Parcel Identification No (PIN) [ ]

Tax Map Num. (If different than PIN) [075-001-0000-0021 ]

Short Property Description [0.122 ACRE ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared By [SPILMAN THOMAS &amp; BATTLE, PLLC ]

Recording Paid for By [WOODS ROGERS PLC ]

Return Recording To (Name) [DAN ROWN, ATTORNEY ]

(Address 1) [WOODS ROGERS, PLC ]

(Address 2) [P.O. BOX 14125 ]

(City, State, Zip) [ROANOKE ] [VA] [24038-4125 ]

Customer Case ID [ ] [ ] [ ]



Instrument Control Number

Commonwealth of Virginia  
Land Record Instruments  
Continuation Cover Sheet  
Form C

[LS VLR Cover Sheet Agent 1.0.93]

TAX  
EXE  
MPT

GRANTOR

GRANTEE

CORP

Date of Instrument: [12/26/2007]

Instrument Type: [DEX]

Number of Parcels [2]

Number of Pages [8]

City ☐ County ☒ [Pulaski County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form C

| Last Name                          | First Name                         | Middle Name or Initial       | Suffix                       |
|------------------------------------|------------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> [WAMPLER] | <input type="checkbox"/> [BERNARD] | <input type="checkbox"/> [C] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [WAMPLER] | <input type="checkbox"/> [BERNARD] | <input type="checkbox"/> [C] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ] | <input type="checkbox"/> [ ] |
| <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ]       | <input type="checkbox"/> [ ] | <input type="checkbox"/> [ ] |

Prior Instr. Recorded at: City ☐ County ☒ [Pulaski County] Percent. In this Juris. [100]  
Book [ ] Page [ ] Instr. No [ ]

Parcel Identification No (PIN) [ ]

Tax Map Num. (If different than PIN) [075-001-0000-0022]

Short Property Description [0.122 ACRE]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. In this Juris. [ ]  
Book [ ] Page [ ] Instr. No [ ]

Parcel Identification No (PIN) [ ]

Tax Map Num. (If different than PIN) [ ]

Short Property Description [ ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]



Part of Tax Map No. 075-001-0000-0021 (Blue Ridge Mountains Council)  
Part of Tax Map No. 075-001-000-0022 (Wampler)

This instrument was prepared jointly by:

Spilman Thomas & Battle, PLLC  
1100 BB&T Bank Building  
310 First Street (24011)  
P. O. Box 90  
Roanoke, Virginia 24002-0090

Woods Rogers PLC  
Wachovia Tower  
10 S. Jefferson Street, Suite 1400 (24011)  
P.O. Box 14125  
Roanoke, VA 24038-4125

THIS DEED AND PROPERTY LINE ADJUSTMENT AGREEMENT, made this 26th day of December, 2007, by and between BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED, BOY SCOUTS OF AMERICA, also known as BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL, a Virginia non-stock not-for-profit corporation, Grantor and Grantee ("Blue Ridge Mountains Council"); Bernard C. WAMPLER, Trustee under the Bernard C. Wampler Qualified Personal Residence Trust, Grantee and Grantor ("Wampler"); FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation, and APPALACHIAN POWER COMPANY, a Virginia corporation, successor by name change to APPALACHIAN ELECTRIC POWER COMPANY, third parties;

#### WITNESSETH

Blue Ridge Mountains Council and Wampler own adjoining tracts of land on Claytor Lake, Ingles Magisterial District, Pulaski County, Virginia, and mutually desire to adjust the boundary line between the two tracts.

ACCORDINGLY, in consideration of the conveyance of property by Wampler to Blue Ridge Mountains Council set forth below, Blue Ridge Mountains Council, as Grantor, does hereby convey, with Special Warranty of Title, unto Wampler, as Grantee, a parcel of land located in Ingles Magisterial District, County of Pulaski, Virginia, and being more particularly bounded and described as follows, to-wit:

Beginning at an axle, corner to Bernard C. Wampler;  
thence N78°35'16"E 15.05' to a point; thence  
N76°18'00"E 18.55' to a point; thence N79°03'00"E  
13.64' to a point; thence S85°11'00"E 16.52' to a point;  
thence S61°39'00"E 21.61' to a point; thence S42°58'00"E  
20.70' to a point; thence S38°37'09"E 16.94' to an iron

pin; thence S03° 38' 28" E 225.28' to an iron pin; thence S86°21'32"W 17.64' to an iron pin; thence N03°38'38"W 159.73' to an iron pin; thence N07°25'34"W 56.32' to an iron pin; thence N08°07'12"W 16.23' to an iron pin; thence N38°19'39"W 18.84' to an iron pin; thence N75°05'57"W 27.46' to an iron pin; thence N85°33'51"W 36.80' to an iron pin; thence N89°52'48"W 8.40' to the point of beginning, and containing 0.122 acre, as shown by Boundary Line Relocation Plat dated November 27, 2007, prepared by Alan Clemons, land surveyor, recorded in the Clerk's Office of the Circuit Court of Pulaski County.

And being a portion of the property conveyed to Boy Scouts of America – Blue Ridge Mountains Council (one and the same entity as Blue Ridge Mountains Council, Incorporated, Boy Scouts of America) by Special Warranty Deed of Gift from Franklin Real Estate Company, dated May 6, 2004, of record in the Clerk's Office of the Circuit Court of Pulaski County as Instrument #040002727.

In consideration therefor, Wampler, as Grantor, does hereby convey, with Special Warranty of Title, unto Blue Ridge Mountains Council, as Grantee, a parcel of land located in Ingles Magisterial District, Pulaski County, Virginia, and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron pipe, being the common corner to Dana Q. Ratcliff, et al. (Instrument #LR 2006001223); thence following the existing boundary of the Wampler/Blue Ridge Mountains Council property line for (3) courses: N 88° 45' 30" W 55.10' to a point; thence N 24° 08' 00" E 76.80' to a point; thence N 03° 28' 28" W 397.28' to a point; Thence leaving the existing boundary and through the lands of Bernard C. Wampler, Trustee, (Deed Book 622, page 804 and Instrument #98003816), with (6) new lines: S 05° 12' 34" E 158.26' to a point; thence S 01° 50' 03" E 84.32' to a point; thence S 13° 56' 29" E 55.77' to a point; thence S 06° 45' 47" E 88.44' to a point; thence S 16° 36' 28" E 44.70' to a point; and thence S 06° 38' 44" W 41.33' to the point of Beginning, and containing 0.122 acre, as shown by Boundary Line Relocation Plat dated November 27, 2007, prepared by Alan Clemons, land surveyor, recorded in the Clerk's Office of the Circuit Court of Pulaski County.

And being a part of the property described as Parcel 2 and conveyed to Bernard C. Wampler, Trustee, by deed dated

May 22, 1997, from Bernard C. Wampler, recorded in the Clerk's Office of the Circuit Court of Pulaski County as Instrument # 98003816.

By deed dated August 7, 1953, from Appalachian Electric Power Company to David P. Minichan and Harriett H. Minichan, predecessors in title to Wampler, recorded in Deed Book 157, page 241 in the Clerk's Office of the Circuit Court of Pulaski County, certain covenants and agreements were entered into which attach to and run with the land therein conveyed; and by deed of gift dated May 6, 2004, from Franklin Real Estate Company to Blue Ridge Mountain Council, recorded in the Clerk's Office of the Circuit Court of Pulaski County as Instrument #040002727, certain covenants and agreements were entered into which attach to and run with the land therein conveyed. Appalachian Power Company, as successor by name change to Appalachian Electric Power Company, and Franklin Real Estate Company join in the execution of this deed for the sole purpose of evidencing their consent and agreement with the Grantors and Grantees that the covenants and agreements in the Wampler chain of title will apply to and run with the land conveyed to Wampler by this deed and not the covenants and agreements contained in the deed from Franklin Real Estate Company to Blue Ridge Mountain Council; and, similarly, that the covenants and agreements in the deed from Franklin Real Estate Company to Blue Ridge Mountains Council will apply to and run with the land conveyed to Blue Ridge Mountains Council by this deed and not the covenants and agreements contained in the Wampler chain of title.

Subject to the provisions of the preceding paragraph, the property conveyances are made expressly subject to all restrictions, liens, and easements as may lawfully apply to the real estate hereby conveyed.

Blue Ridge Mountains Council further grants to Wampler, and to his successors in title, a permanent, non-exclusive easement and right of way over the road as now or hereafter constructed on the Blue Ridge Mountains Council property from the gate between Wampler's property to Owens Road, Virginia State Route 663, for the benefit of all of Wampler's property (Parcel 1 and Parcel 2 as described in deed dated May 22, 1997, and recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, as Instrument # 98003816) as such property is now or hereafter developed or subdivided, as a means of access for Wampler, his successors in title, and their guests and invitees. Wampler and his successors and assigns shall have no obligation for the maintenance or repair of the new road or any liability arising out of the condition of the new road or its slope or any drainage therefrom.

The conveyance herein from Wampler to Blue Ridge Mountains Council is subject to the following covenants, which shall run with the land forever, in favor of Wampler and his successors in title:

(a) Blue Ridge Mountains Council and its successors in title (the "Owner") shall plant, maintain and replace as needed trees so as to screen its property from the view from Wampler's property. The trees shall be Arborvitae evergreens of at least three (3) feet in height above the ground at initial planting, shall be placed on, or substantially on the boundary line between the Owner and Wampler, shall be approximately four (4) feet apart and in the locations indicated on a copy of the Boundary Line Relocation Plat dated November 27, 2007. If Owner breaches its obligations under this section (a) and fails to cure such breach within 60 days after written notice thereof from Wampler or his successors in title, then Wampler or his successors in title shall be entitled to do such planting, maintaining or replacing of trees as reasonably necessary, and upon demand Owner shall reimburse Wampler or his successors in title the reasonable costs incurred in doing such work.

(b) The Owner shall at all times maintain, repair and replace a gate at approximately its present location between Owner's property and Wampler's property, which gate shall be used to prevent vehicles from having access to Wampler's land from the Owner's land. Wampler and his successors in interest shall be provided with keys or other means to control the gate. Wampler and his successors in interest shall be entitled to loan such keys or means of control to their guests and invitees. At their sole expense and after advance notice to Owner, Wampler and his successors in interest shall be entitled to replace the gate from time to time with another gate of equal or superior quality, in which case a key to the replacement gate shall be provided to Owner and the gate shall thereafter be maintained by Wampler and his successors in interest.

*Remainder of page intentionally left blank. Signature pages follow.*

WITNESS the following duly authorized signatures and seals as of the day and year and first written above.

Blue Ridge Mountains Council,  
Incorporated  
Boy Scouts of America

By: R. Gary Ambler  
Its: Counsel/President

COMMONWEALTH OF VIRGINIA           )  
                                                       ) to-wit:  
OF                                                 )

The foregoing instrument was acknowledged before me this 9 day of JAN 2008 by R. Gary Ambrose its Council President on behalf of Blue Ridge Mountains Council, Incorporated, Boy Scouts of America.

Sharon B. Cullen  
Notary Public

(Reproducible Seal)

Notary Registration Number: 255462

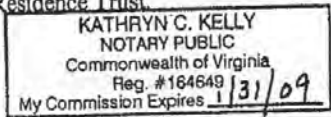
My commission expires: 4-30-09



  
Bernard C. Wampler, Trustee under the  
Bernard C. Wampler Qualified Personal  
Residence Trust

COMMONWEALTH OF VIRGINIA )  
County Palaski OF Palaski ) to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of JANUARY 2008 by Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residence Trust.



Kathryn C. Kelly  
Notary Public

(Reproducible Seal)

Notary Registration Number: 164649  
My commission expires: 1/31/09

Appalachian Power Company

By: *Roy A. Strawser*  
Its: ROY A. STRAWSER  
MANAGER, REAL ESTATE  
ASSET MANAGEMENT  
AMERICAN ELECTRIC POWER  
SERVICE CORPORATION  
AUTHORIZED SIGNER

*Ken*

STATE OF OHIO  
COUNTY OF FRANKLIN

)  
)to-wit:  
)

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February  
2008 by Roy A. Strawser, its Authorized Signer, on behalf  
Appalachian Power Company.



LISA ZINKA  
Notary Public, State of Ohio  
My Commission Expires 07-18-2012

*Lisa Zinka*  
Notary Public

(Reproducible Seal)

Notary Registration Number: \_\_\_\_\_

My commission expires: 7/19/12

Franklin Real Estate Company

By: R.A. Strawser  
Its: ROY A. STRAWSER  
MANAGER, REAL ESTATE  
ASSET MANAGEMENT  
AMERICAN ELECTRIC POWER  
SERVICE CORPORATION  
AUTHORIZED SIGNER

Kem

STATE OF OHIO  
COUNTY OF FRANKLIN

)  
)to-wit:  
)

The foregoing instrument was acknowledged before me this 1st day of February  
2008 by Roy A. Strawser, its Authorized Signer, on behalf  
of Franklin Real Estate Company.



LISA ZINKA  
Notary Public, State of Ohio  
My Commission Expires 07-19-2012

Lisa Zinka  
Notary Public

(Reproducible Seal)

Notary Registration Number: \_\_\_\_\_

My commission expires: 7/19/12

Well Dedication

Blue Ridge Mountain Council, a Virginia Corporation, does dedicate that tract or parcel of real estate situated, lying and being in the Pulaski County, Virginia, more particularly described by deed of record in Instrument #040002727, of the Clerk's Office of the Circuit Court of Pulaski County, Virginia and being the identical real estate which said corporation acquired by grant with General Warranty of Title and Modern English covenants from Franklin Real Estate Company.

Said dedication being to establish the aforesaid area for water supply use only, and the said Blue Ridge Mountain Council, Boy Scouts of America agrees that only appurtenances pertinent to the water supply system will be constructed in said area dedicated and that said lot, Camp Clayton Well # 2, will not be used for human habitation or other sources of contamination.

The full interest and control of the aforesaid area dedicated shall remain with the Blue Ridge Mountain Council and this instrument is solely for the purpose of assuring the Department of Health of the Commonwealth of Virginia as to the matters hereinabove set forth so long as said parcel is used for a water supply system; and this dedication shall be null and void and of no further effect should the well on the said premises be abandoned and the use thereof for a water supply system cease.

WITNESS the following signatures and seal this 31st day of July, 2006

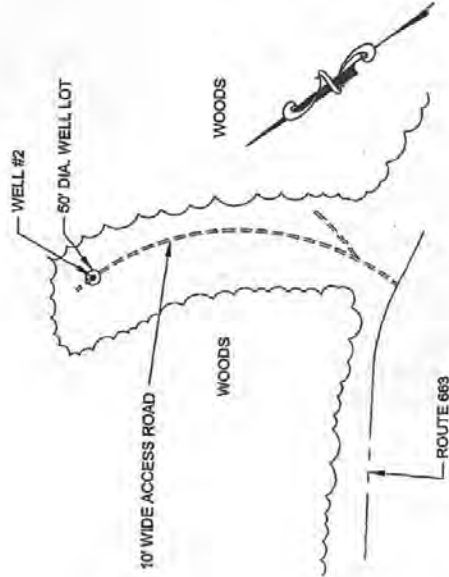
BY: [Signature]  
ATTEST: [Signature]

I, Donna M. Kirtson, a Notary Public for the County of Rockbridge in the State of Virginia do certify that Don Johnson, Edward Harrison, whose names are signed to the writing above, bearing date on the 31st day of July, 2006, have acknowledged the same before me in my County aforesaid.

Given under my hand this 1/31st day of July, 2006

[Signature]  
Notary Public

My commission Expires Nov. 30, 2006



PLAT OF SURVEY  
SHOWING  
CAMP CLAYTOR WELL LOT #2  
FOR  
BOY SCOUTS OF AMERICA  
BLUE RIDGE MOUNTAINS COUNCIL  
INGLES MAGISTRIAL DISTRICT  
LOCATED IN  
PULASKI COUNTY, VIRGINIA

TAX MAP # 75-1-19  
# 75-1-21





American Electric Power  
Hydro Generation  
P.O. Box 2021  
Roanoke, VA 24022-2121  
AEP.com

Mr. Gregory Harmon  
Program Director  
Blue Ridge Mountains Council  
2131 Valley View Blvd., N.W.  
Roanoke, VA 24012

September 10, 2007

Dear Mr. Harmon:

I am very pleased to be able to issue to you an Appalachian Power Company (Appalachian) permit for the construction of two covered boat slips with entrance walkway, observation deck, storage area, and Aquatics Director Command Center; a scuba crib with enclosed storage area; a fringe pier system with thirteen (13) uncovered boat slips; a boardwalk with Americans with Disabilities Act access; a covered training pavilion; a boat launch area; a floating dock; a waterfront entry point to swimming area; and a fishing/swimming test boardwalk to serve the Boy Scout Camp at Claytor Lake.

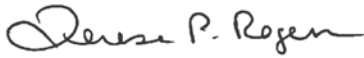
Enclosed, please find two original permits for this project. Execute both copies of the enclosed permit and return one copy to me. It is important that you read the permit and the FERC order carefully, as you will be expected to comply with the terms of these documents. In addition, it is expected that the permitted facility will be built and used as stated in the application that was submitted by Appalachian to the FERC. One copy of this document is enclosed for your convenience. No changes to the approved structures can be made without prior approval from Appalachian.

Please note that there are several items in the permit that will require consultation with the state agencies. I will be glad to help facilitate that process when you are ready. Also, please note the requirements regarding the riparian area along the shoreline. Disturbance to this area must be minimized and no trees or shrubs can be removed without prior approval from Appalachian. Also, if any previously unidentified archaeological or historic properties are uncovered during the course of construction, you are required to stop work immediately and notify Appalachian.

You will need to obtain all applicable local and state permits prior to commencement of construction. Copies of these permits should be forwarded to our office for our records on this project.

Please notify me when you begin construction of these facilities. If you have any questions, do not hesitate to contact me at 540-985-2441. It was a pleasure working with you and we look forward to working with you in the future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Teresa P. Rogers".

Teresa P. Rogers  
Environmental and Regulatory Affairs Supervisor

Enclosures

Xc: File

Wayne Alexander – Appalachian Power  
Shawn Utt – Pulaski County

**OCCUPANCY AND USE PERMIT**  
**Prepared by Appalachian Power Company**

This Permit by and between **APPALACHIAN POWER COMPANY**, a Virginia corporation, doing business as American Electric Power ("AEP"), whose address is 40 Franklin Road, S.W., Roanoke, Virginia 24022, hereinafter referred to as the **GRANTOR**; and **BLUE RIDGE MOUNTAINS COUNCIL, BOY SCOUTS OF AMERICA**, hereinafter referred to as the **GRANTEE**, whose address is 2131 Valley View Blvd., N.W., Roanoke, Virginia 24012.

**WITNESSETH**

**WHEREAS**, Grantee has received all necessary approvals from the responsible federal, state and local authorities to install and operate two covered boat slips with entrance walkway, observation deck, storage area, and Aquatics Director Command Center; a scuba crib with enclosed storage area; a fringe pier system with thirteen (13) uncovered boat slips; a boardwalk with Americans with Disabilities Act access; a covered training pavilion; a boat launch area; a floating dock; a waterfront entry point to swimming area; and a fishing/swimming test boardwalk (the "Permitted Facility") to provide additional recreation facilities at "Camp Claytor" (the "Site") located in Pulaski County, Virginia and further identified as Tax Map Number #075-001-0000-0021, D.B. 2004, PG. 2727, as identified by the Pulaski County Real Estate Records;

**WHEREAS**, the proposed facilities will be operated as part of the Boy Scout Camp at the Site;

**WHEREAS**, Grantor operates the Claytor Hydroelectric Project (the "Project") under a license (the "License") issued by the Federal Energy Regulatory Commission ("FERC") which allows Grantor to grant permission (the "Permit") for certain types of use and occupancy of the Project's lands and waters;

**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;

**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 Ten Dollars (\$10.00), cash in hand paid by Grantee to Grantor, 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 following conditions:

1. Grantee shall, prior to commencement of work, obtain and thereafter maintain, all applicable federal, state, or local approval and/or permits which may be required to install and operate the Permitted Facility, and all work shall be conducted in accordance with those approvals and/or permits and all applicable safety regulations.

Documentation that the Grantee meets the Virginia Department of Health (local and state) requirements shall be submitted to the Grantor prior to commencement of work.

The Grantee shall also note that for Projects involving land-disturbing activity of 10,000 square feet or more, the property owner / authorized agent must have an approved erosion and sediment control plan prior to land disturbance. For projects involving land-disturbing activities equal to one acre or more, the property owner / authorized agent is required to apply for registration coverage under the General Permit for Discharges of Stormwater From Construction Activities through the Virginia Department of Conservation and Recreation.

2. The Permitted Facility may be used only for the purpose as allowed by this Permit.

3. Grantee shall be responsible for the design and construction of and all costs and expenses associated with the installation, maintenance, and operation of the Permitted Facility.

4. The proposed boat docks will be constructed of high quality, pressure-treated wood, including all pilings and decking boards.

5. To protect against erosion (from wind / wave / boat actions), the shoreline will be stabilized. A permit will be required from Grantor prior to stabilization. Shoreline stabilization will be done according to any other required permits with documentation forwarded to the Grantor.

6. Revegetation in-kind will be undertaken in disturbed areas above the shoreline stabilization to prevent erosion and to restore shoreline areas for wildlife. The vegetative riparian buffer shall be monitored by Grantee to ensure wear patterns do not develop. Removal of trees and shrubs in the proposed construction area and along the shoreline shall be minimized and only after obtaining prior approval from Grantor.

7. Grantee shall only provide slips for boats with sealed Y-valves.

8. To maintain public safety and minimize noise, Grantee shall (1) inform users of the Permitted Facility that they are required to operate their watercraft at no wake speed within 50 feet of the Permitted Facility; and (2) install 2" minimum diameter white reflectors along the sides of the structure at intervals of 6 feet and within one foot of each of the 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.)

9. All structures shall be designed and built to have a common theme and appearance, so as to be aesthetically pleasing.

10. In the event that any previously known or unknown cultural resource materials are discovered, all work associated with a permit must be stopped. Grantor must be notified and consultation with the SHPO (State Historic Preservation Officer) must be completed before any further work within the work area will be allowed to continue.

A. The applicant shall notify Grantor and SHPO immediately and follow-up with a written account of the discovery. The applicant 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 applicant wishes to continue with the activity, the applicant 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:

a. the development and implementation of appropriate data recovery or other approved mitigation procedures, or

b. the determination is made that the located resources are not eligible for inclusion on the National Register.

11. The Permitted Facility shall be constructed, maintained, and operated in accordance with plans and application for permit dated July 26, 2006 heretofore submitted to and approved under Order Approving Non-Project Use of Project Lands and Waters issued November 22, 2006 by the Federal Energy Regulatory Commission. No modifications to the Permitted Facility, or additions thereto, or use thereof, shall be made without first securing the approval of Grantor. (FERC Order attached hereto.)

12. The Permitted Facility shall be constructed within (three) 3 years of the date of this document.

13. This Permit is granted at the sole risk of Grantee, its employees, agents, contractors, subcontractors and designees and Grantee agrees to indemnify, hold harmless, and defend Grantor, 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 damage to property, caused by Grantee, its 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, its employees, agents, contractors, subcontractors, or designees, excepting any liability arising from Grantor's sole negligence, or that portion of any liability attributable to Grantor's contributing or concurrent negligence.

14. (a) This Permit shall be for an initial term of three (3) years from the date hereof, and shall continue in effect thereafter for successive one (1) year terms, unless terminated on a different date as provided herein.

(b) In the event Grantee violates any of the terms and conditions of this Permit, Grantor may give written notice of its intent to terminate this Permit sixty (60) days after the receipt of such notice, provided, however, that this Permit will not be terminated if Grantee is diligently working to cure such violation within a reasonable period after such notice.

15. This Permit is granted subject to all of the terms and conditions of Grantor's License for the Project, 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.

16. Grantee shall be responsible for any contamination or pollution caused by their respective operations.

17. By granting this Permit, Grantor makes no representation, warranty, or guarantee of any kind that the Site will be accessible, or that the location selected by Grantee is suitable for its intended use, and Grantee acknowledges and agrees that it has inspected the Site for the Permitted Facility and is solely responsible for its selection.

18. Grantee shall at its 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 Grantor in substantially the same condition as when Grantee's occupancy commenced, ordinary wear and tear excepted unless otherwise directed. Throughout the term of this Permit, Grantor shall have the right at all reasonable times to enter the Site for the purpose of inspecting same.

19. Grantee acknowledges the rights of Grantor to use the Site for hydroelectric generating facility project purposes and otherwise whenever necessary and in the public interest and agrees that its use of the Site will not in any way interfere with Grantor's operation of its facilities. Grantee agrees to use the Site in a manner which will not endanger health, create a nuisance or otherwise be incompatible with the overall recreational use of Project; to take reasonable precautions to ensure that the construction, operation, and maintenance of the Permitted Facility provided for under this Permit will occur in a manner that will protect the scenic, recreational, and environmental values of the Project; and the Grantee shall not unduly restrict public access to Project waters.

20. Grantee agrees that it will assert no interest contrary to that held by Grantor with respect to the Site, and that its status hereunder shall be deemed to be that of a licensee.

21. Grantee shall make any person using the Permitted Facility aware of these conditions and ensure their compliance therewith.

22. 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 Grantor 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.

23. In addition, the water levels at Claytor Lake can rise up to and occasionally exceed the 1850 foot contour during periods of high inflow, and fall as low as 1838 feet and occasionally lower during periods of low inflow or drought or planned drawdown. These elevations should be taken into consideration when designing structures. The Grantee is required to disclose water depths in the vicinity of the slips to users of the facilities so they are aware of potential water level fluctuations and the effect that could have on use of the facilities. The Grantee acknowledges that the Permit herein granted is limited to Grantor's authority under its License and to its land rights to the property within the Project.

24. No fill or dredging is allowed as part of this permit. Additional approval will need to be obtained from Grantor for any fill or dredging in the future in the vicinity of the facilities approved under this permit.

25. Once field engineering is completed for the waterfront entry area and the boat ramp, Grantee shall consult with and obtain approved from Grantor, U.S. Corps of Engineers and Virginia Department of Environmental Quality prior to constructing these facilities. The Grantee shall obtain approval from Virginia Department of Game and Inland Fisheries for any proposed swim buoys in the swim areas.

26. The Grantee shall consult with Virginia Department of Game and Inland Fisheries regarding the addition of woody structure beneath walkways to improve the value of the area for fish habitat. The Grantee is to also consult with Virginia Department of Game and Inland Fisheries on other possible opportunities to provide habitat enhancement in the area.

27. The Grantee's use and occupancy of project lands and water shall not endanger health, create a nuisance, or otherwise be incompatible with the project's overall purposes, including public recreation and resource protection.

28. The Grantee shall take all reasonable precautions to ensure that its use and occupancy of project lands and waters will occur in a manner that will protect the scenic, recreational and other environmental values of the project.

29. The Grantee shall not unduly restrict public access to project lands and waters for recreational and navigational purposes.

DATED this 10 day of SEPTEMBER, 2007.

GRANTOR:

APPALACHIAN POWER COMPANY

By: Frank M. Simms

Frank M. Simms

Plant Manager II

American Electric Power Service Corporation

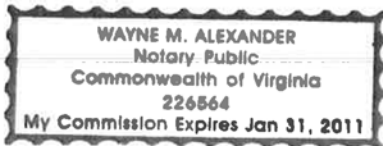
Authorized Signer

STATE OF VIRGINIA )

) To-wit: :

CITY OF ROANOKE )

The foregoing Permit was acknowledged before me this 10<sup>th</sup> day of September, 2007, by Frank M. Simms, Plant Manager II, American Electric Power Service Corporation, Authorized Signer for Appalachian Power Company, on behalf of the Company.



Wayne M. Alexander  
Notary Public

My commission expires: 01/31/2011

GRANTEE:

Gregory W. Harmon

By: Gregory W. Harmon  
Program Director, Blue Ridge Mountains Council

STATE OF VIRGINIA

Co OF Roanoke

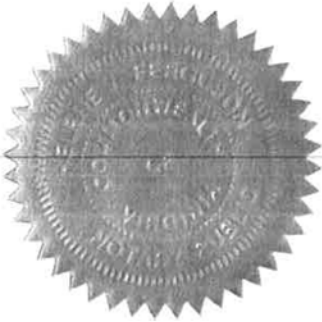
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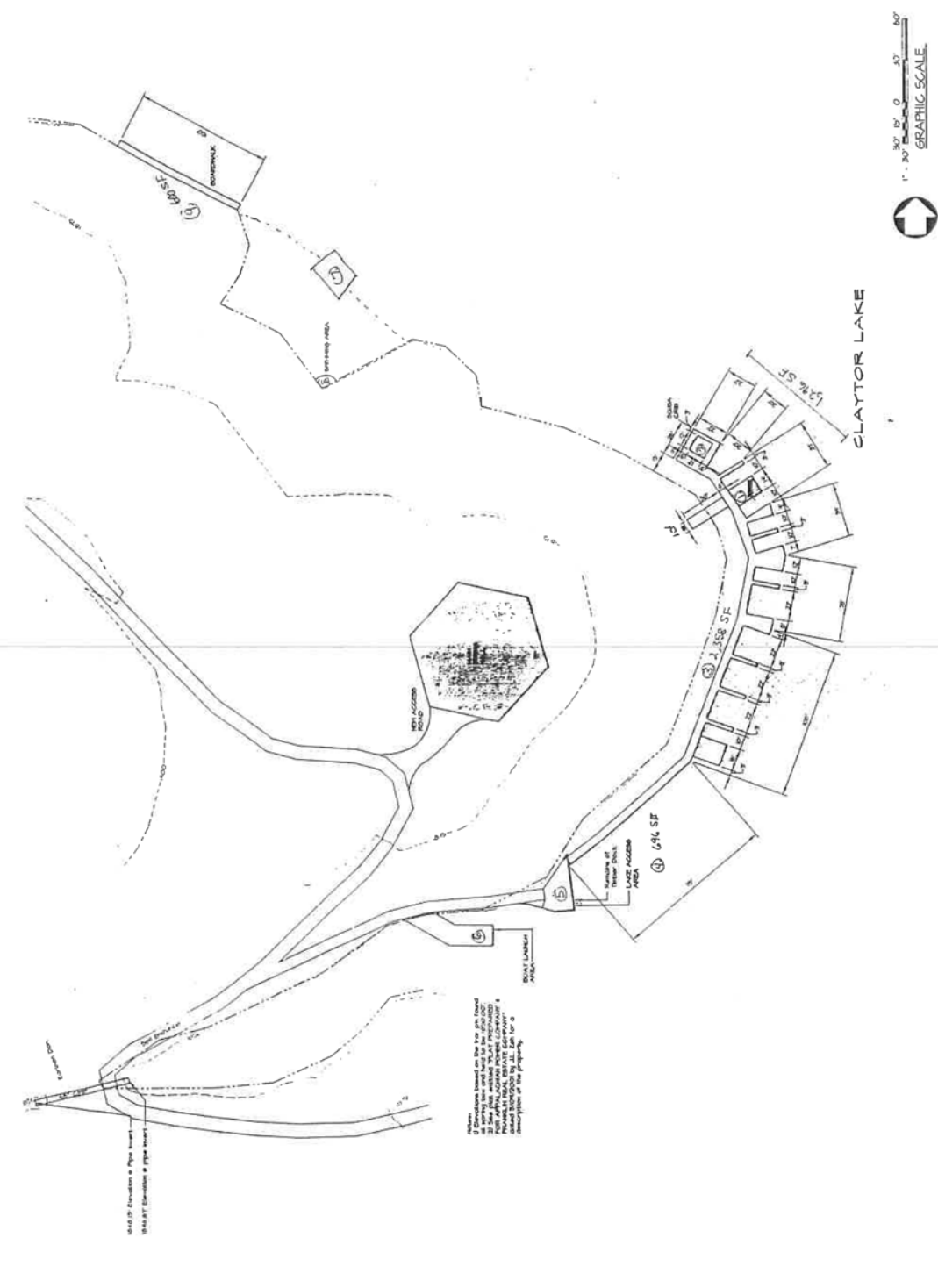
The foregoing Permit was acknowledged before me this 14 day of September, 2007, by Gregory W. Harmon, authorized signer for the Blue Ridge Mountains Council, Boy Scouts of America.

Debra J. Jenson

Notary Public

My commission expires: 4-30-2008





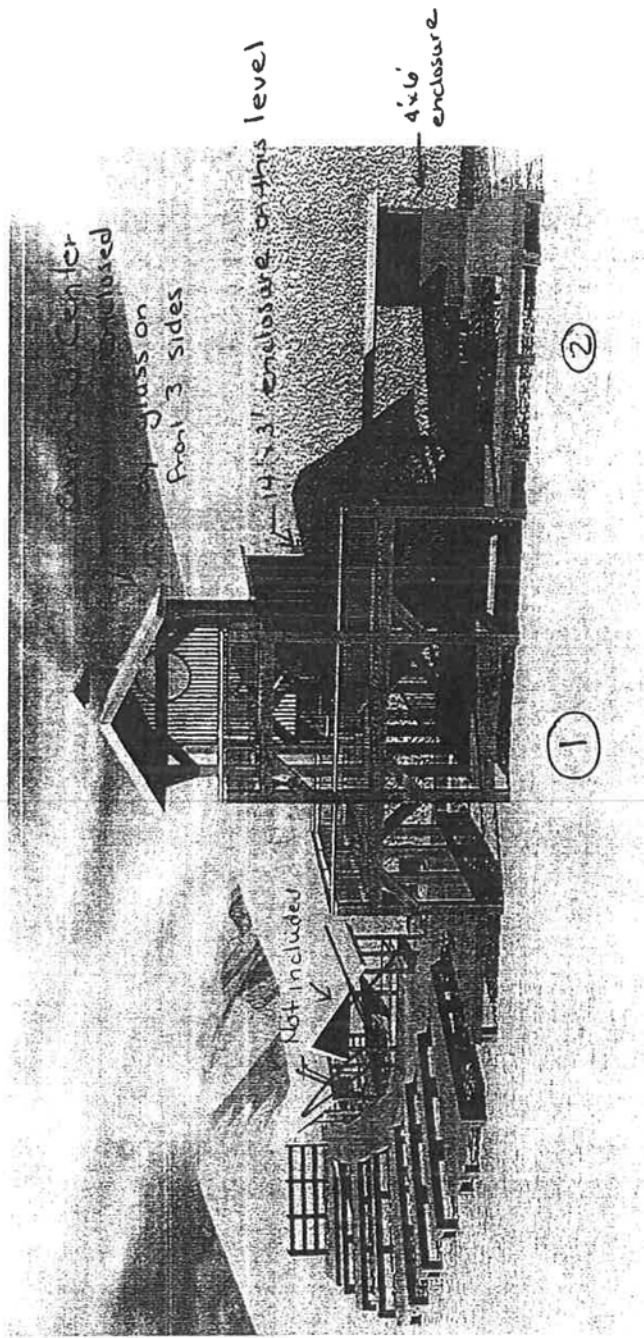
## **Waterfront Description**

(Numbered on map)

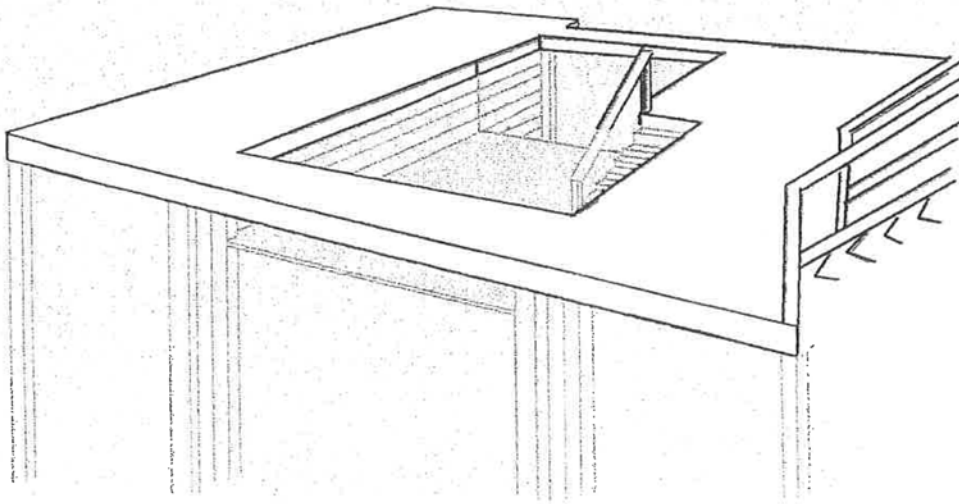
1. **Entrance, Observation, and Covered Slips**—This is easily the most important component of the waterfront. This area will be constructed on metal piles.
  - a. **Aesthetics**—This segment will be the most visible section of the new camp. Thus, its design will mimic the architectural themes of the central building, entrance, and other structures.
  - b. **Safety**—The BSA has an impressive history of safety during waterfront activities. Our program, Safe Swim Defense requires the following eight components: Qualified Supervision, Physical Fitness, Safe Area, Lifeguards on Duty, Lookout, Ability Groups, Buddy System, and Discipline (These protocols are identified more fully in an attachment). Each participant wishing to access the waterfront must have a “buddy” and must enter from this controlled point. Before entering, the buddy pair must ask permission and place their buddy tags in the appropriate area (depending upon their chosen activity) on the buddy board. Periodically, and after each merit badge session, the Aquatic Director must clear the board and ensure all participants are safe before continuing program.
  - c. **Observation Deck**—After entering through the control point and moving the buddy tag, there will be a small observation deck. Adults who wish to watch their scouts participate in program will primarily use this area. However, it is also an added safety feature—you can never have too many eyes.
  - d. **Aquatics Director Command Area**—This enclosed room on the top floor will contain safety equipment necessary for the operation of a safe aquatics program.
    - i. A radio base station will be installed so the Director can communicate with all motorized watercraft.
    - ii. In case of emergency, the area will also have a landline phone.
    - iii. There will be a weather radio system set-up to warn of impending storms.
    - iv. We will install speaker system to communicate with staff and scouts over the expanse of the waterfront.
    - v. A spotting scope will be available so the director can keep a close eye on the non-motorized craft in the cove.
  - e. **Covered Boat Slips**—This area will have two boatlifts to facilitate boat maintenance and allow year round use of watercraft. The area will also have a storage closet for life jackets (a BSA requirement for anyone utilizing a watercraft) and safety/rescue gear.
2. **Scuba Crib**—This will be the central area for water based P.A.D.I. instruction. This will be a fixed dock constructed on metal piers.
  - a. **Storage Area**—A small storage structure will be constructed on the land-side of the dock system to store extra oxygen tanks and breathing apparatus.
  - b. The central area of the crib contains a floor to provide a shallow area for skills instruction. This is needed to satisfy certain P.A.D.I. requirements such as learning to clear the mask underwater. This area also opens into the lake and will serve as the primary water entry point for scuba. Most importantly, this new

design allows us to avoid placing fill in the lake to create a shallow swim area as proposed in the original draft.

3. **Fringe Pier System**—This floating dock area will house our small fleet of motorboats, pontoon boats, and sailboats. The area will also contain racks for our Olympic slide seat rowboats and kayaks. The slips are designed perpendicular to the shoreline to make it easier for scouts learning to bring watercraft in and out of the dock area. The design also minimizes our extension into the cove area.
4. **Boardwalk and ADA Access**—This area will provide safe access for any physically disabled participants. In addition, the boardwalk will minimize erosion by moving impact away from the fragile/steep shoreline and provide additional fish habitat. Prior to constructing the dock system, we will contact John Copeland of VDGIF who has agreed to assist with plans to install woody structure for aquatic life.
5. **Training pavilion**—A small training pavilion will be constructed in this location to provide shelter from the sun and periodic rains. This area will also provide a controlled entry point to the waterfront.
6. **Boat Launch Area**—This area, though not in Phase 1 of construction, will provide important water access for the property. Though the launch location will greatly facilitate our summer program, it will also be vital to our year-round usage that currently supports groups such as the VA Tech Sailing Team. We have made a cursory examination of the area with engineers; however, we have not designed the structure as it is not in our first phase of construction. Be assured, we will contact the Corp of Engineers and submit all appropriate engineering plans before any construction will take place.
7. **Floating Dock**—This area will be designated as a swimming/snorkeling zone. During summer operation, we would like to attach a floating dock (as shown on the map) to provide a safety zone from boats, an observation point for the lifeguard, and a location to take a break from swimming.
8. **Waterfront Entry Point**—A steep slope that continues from the shore into the water characterizes this section of the property. The area already contains a rudimentary set of steps and a small entry pad. We would like to improve the area's access by installing more substantial steps and adding a minimal amount of sand to form a small (5x6) entry point into the water. These additions will improve our erosion control and add to the comfort of participants who will be able to wade into the water rather than jumping in.
9. **Fishing/Swim test Boardwalk**—This area will not be constructed in the immediate future due to financial constraints; however, it is important for two reasons. First, it will provide a controlled fishing location designed to minimize erosion along the waterfront. Secondly, it will provide a location to conduct the BSA Swim Test—a requirement for any participant wishing to have a buddy tag.



- ① Dock rendering - Entrance, Observation & Covered Slips
- ② scuba crib rendering



② scuba crib

USBC: 2003

Pulaski County Building  
DOCK

PERMIT NUMBER: 3673 - 2008

DATE: 2/06/2008

THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE ORDINANCE ON BUILDING PERMITS  
AND THE ZONING ORDINANCE OF Pulaski County Building

LOCATION: LITTEL RIVER DAM ROAD, TO OWENS RD. APPROX. 5 MILES

LOT: BLOCK: SECTION:

OWNER: BOY SCOUTS OF AMERICA SUBDIVISION:  
SITE ADDRESS: 4100 ADVENTURE BASE RD

RADFORD VA 24141

CONTRACTOR: Dublin Developers LLC 2705 070341 A

NATURE OF WORK: CONST. 2 STRY MARINA/ELEC. EQUIP LIEN AGENT : 000-000-0000  
STRGE (6X12). OBSERVATION TOWER  
(11X15). LIFE JACKET STORAGE (2X  
14) 00000 0000

THIS BUILDING TO BE LOCATED ON PROPERTY IN EXACT POSITION SHOWN ON PLOT PLAN  
SUBMITTED WITH APPLICATION. THIS CARD MUST BE DISPLAYED ON SITE.

NO NEW BUILDING SHALL BE OCCUPIED AND NO CHANGE IN OCCUPANCY OF  
A BUILDING OR PART OF A BUILDING SHALL BE MADE UNTIL AFTER THE  
BUILDING OFFICIAL SHALL HAVE ISSUED A CERTIFICATE OF OCCUPANCY  
THEREFORE

Pulaski County Building  
BY Earth Hampton  
BUILDING OFFICIAL

T A X    R E C E I P T

COUNTY OF PULASKI  
MELINDA L WORRELL  
52 W MAIN ST SUITE 100  
PULASKI            VA 24301  
Ticket #: 08036730002  
Date : 2/12/2008  
Register: NG /BL  
Trans. #: 03293  
Dept # : BPERMT  
Acct# :

BUILDING PERMIT  
DOCK  
Previous Principal  
Balance \$ 10.00

Principal Being Paid \$ 10.00  
Penalty \$ .00  
Interest \$ .00  
Convenience Fee \$ .00  
Amount Paid \$ 10.00  
\*Balance Due \$ .00  
X  
VA 24019

Pd by GREGORY W HARMON  
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 2/2008  
Cr Cd 575.00 # 5121071953652942

UNITED STATES OF AMERICA 117 FERC ¶ 62, 177  
FEDERAL ENERGY REGULATORY COMMISSION

Appalachian Power

Project No. 739-019

ORDER APPROVING NON-PROJECT USE OF PROJECT LANDS

(Issued November 22, 2006)

On July 27, 2006, Appalachian Power (Appalachian or licensee), licensee for the Claytor Project (FERC No. 739), filed an application for non-project use of project lands and waters. The Claytor Project is located on the New River in Pulaski County, Virginia. The proposed non-project use would be located on Claytor Lake, the project reservoir, at Camp Claytor. This order approves the licensee's application.

APPLICATION

Appalachian requests Commission authorization to grant a permit to the Boy Scouts of America (BSA or permittee) for the installation of the following structures:

- (1) two covered boat slips with entrance walkway, observation deck, storage area, and Aquatics Director Command Center;
- (2) a scuba crib with enclosed storage area;
- (3) a fringe pier system with 13 uncovered boat slips;
- (4) a boardwalk with Americans with Disabilities Act (ADA) access;
- (5) a covered training pavilion;
- (6) a boat launch area;
- (7) a floating dock;
- (8) a waterfront entry point to swimming area; and
- (9) a fishing/swimming test boardwalk.

The new structures would be used by leaders and members of the BSA for their aquatic program. The land where current BSA facilities are located and where new facilities would be constructed is within the project boundary.

The proposed entrance walkway would be 10 feet in width for safety reasons related to the anticipated number of people utilizing the facility when camp is in session. All boardwalks and docks would extend no more than 90 feet from the shoreline, measured from the 1,850-foot contour. The dock slips would not exceed 25 feet long by 22 feet wide with 3-foot-wide fingers separating the slips. The overall facilities footprint would be 5,140 square feet.

## CONSULTATION

By letter dated August 2, 2004, the licensee requested comments on the proposed BSA facilities from appropriate federal and state agencies. The application contains documentation of Appalachian's efforts to consult with the following entities: the U.S. Fish and Wildlife Service (FWS); the Virginia Department of Conservation and Recreation (VDCR); the Virginia Department of Health (VDH); the Virginia Department of Environmental Quality (VDEQ); the Virginia Department of Game and Inland Fisheries (VDGIF); the Virginia Department of Historic Resources (SHPO); the West Central Regional Office of VDEQ; the Virginia Marine Resources Commission (VMRC); and Pulaski County. The licensee received comments from seven of these entities and none object to the facilities proposal.

By letter dated September 9, 2004, VDCR states: (1) no natural heritage resources have been documented in the project area; (2) the activity to construct the proposed facilities will not affect any state-listed threatened or endangered plants or insects; (3) the vegetated riparian buffer must be monitored to ensure that wear patterns do not develop and finger piers connecting to one central dock located next to the boathouse instead of fringe piers; and (4) a 100-foot setback from the shoreline for all construction activities should be maintained. The licensee states in their application to the Commission that VDCR's riparian buffer suggestion will be included as a permit condition. However, Appalachian states that the BSA designed the boat docking structure to minimize disturbance to steep portions of the shoreline by keeping upland walkways to a minimum and for the safety of the Boy Scouts due to the very steep terrain in the area. The licensee states that having docks perpendicular to the shoreline with individual access walkways would require more removal of existing, established vegetation along the steepest part of the shoreline.

By email response dated August 8, 2004, VDEQ may require an individual 404 and Virginia Water Protection Permit for the scuba basin and that riprap should be used in the basin fill so that rock will not migrate out into the lake. VDEQ also expressed concern over the distance the dock extends into the water and the impairment to navigation if construction occurred on the shore opposite the BSA docks. The West Central Regional Office of VDEQ expressed concern related to the fill for the boat ramp and the shallow swim area. The licensee states that the revised scuba basin does not require any fill and will therefore not require VDEQ permits. Any permit issued by the licensee will require activities to be in compliance with all state and federal permitting requirements. The licensee states that docks may only extend  $\frac{1}{4}$  the distance across the cove in Pulaski County. The licensee also states that the boat ramp and swim area are included in the overall plan for the camp but that the final engineering of these facilities will be completed at a later date as budget money becomes available at which time the licensee will forward information to the U.S. Corps of Engineers and to VDEQ. VDH

stated in a letter on August 18, 2004, that the BSA must apply for a sewerage facility permit or variance. Appalachian responds that the BSA will be required to meet all VDH permitting requirements and copies will be filed with the licensee.

VDGIF commented by email dated September 22, 2004, on several aspects of the BSA's proposed facilities: (1) the benefit of the boat slip walkways could be enhanced by adding woody structure beneath the walkways to improve the value of the area for fish habitat; (2) removal of tree and shrubs in the proposed construction area should be minimized to provide shore stabilization for the sharp banks in the area; (3) shoreline access should be limited to some controlled walkways and stairs to reduce erosion; and (4) existing facilities that would be replaced by the BSA proposal should be returned to a natural state for habitat enhancement. The licensee states any permit issued to the BSA would include a requirement to consult with VDGIF regarding possible opportunities to provide habitat enhancement in the area. Removal of vegetation will be kept to minimum levels possible and will require a separate permit from Appalachian. Any permit would require the vegetated riparian buffer to be monitored to ensure wear patterns do not develop. Defined access areas to each recreation area along the shoreline would also be a permit condition.

The SHPO provided a map showing no known archaeological or architectural sites in the vicinity of Camp Claytor where the proposed facilities would be located. The SHPO made a determination of no historic properties affected in a letter dated June 23, 2006. VMRC responded to the licensee by letter on November 15, 2004 that the proposal does not fall within jurisdiction of the agency.

By letter dated September 7, 2006, the Commission issued a Notice of Application for Non-project Use of Project Lands and Soliciting Comments, Motions, and Interventions. On September 6, 2006, the Commission issued a letter to the Cherokee Nation and the Eastern Band of Cherokee Indians asking for comment on the non-project use of project lands and waters application submitted by the licensee. By letter dated October 11, 2006, the United States Department of the Interior indicated that it had no comment on the proposal. No other responses were received to these notices.

## DISCUSSION

The installation of the facilities would enhance recreational boating access and use on and adjacent to Claytor Lake by the public attending camp at Camp Claytor. The licensee consulted with all appropriate parties prior to filing the application with the Commission and agrees to incorporate agency recommendations into requirements for the permit. None of the consulted parties object to the proposal. Further, the proposed facility would involve only minimal vegetation disturbance in the project boundary and would not adversely impact boaters in the area. As such, we find that approving the licensee's application would not result in adverse environmental impacts to project lands,

waters, fish and wildlife resources, and would not interfere with project purposes. Appalachian's application should be approved.

As conditions for approving Appalachian's application, any permit granted for the proposed dock should include the following standard provisions. These requirements will help ensure that the permitted dock is properly managed in the public interest.

1. The grantee's use and occupancy of project lands and waters shall not endanger health, create a nuisance, or otherwise be incompatible with the project's overall purposes, including public recreation and resource protection.
2. The grantee shall take all reasonable precautions to ensure that its use and occupancy of project lands and waters will occur in a manner that will protect the scenic, recreational, and other environmental values of the project.
3. The grantee shall not unduly restrict public access to project lands and waters for recreational and navigational purposes.
4. If any previously unidentified archaeological materials are discovered during construction of the permitted dock, the grantee shall immediately stop construction activities and contact the licensee.

As project licensee, Appalachian is reminded of its continuing responsibility to supervise all permitted non-project uses and occupancies of project lands and waters.

The Director orders:

(A) Appalachian Power's application for non-project use of project lands and waters at the Claytor Project (FERC No. 739), filed July 26, 2006, is approved as conditioned by ordering paragraph (B) below.

(B) The permit issued to the Boy Scouts of America (grantee), as approved in ordering paragraph (A) above, shall include the following requirements:

- (1) The grantee's use and occupancy of project lands and waters shall not endanger health, create a nuisance, or otherwise be incompatible with the project's overall purposes, including public recreation and resource protection.
- (2) The grantee shall take all reasonable precautions to ensure that its use and occupancy of project lands and waters will occur in a manner that will protect the scenic, recreational, and other environmental values of the project.

Project No. P-739-019

5

(3) The grantee shall not unduly restrict public access to project lands and waters for recreational and navigational purposes.

(4) If any previously unidentified archaeological materials are discovered during construction of the permitted dock, the grantee shall immediately stop construction activities and contact the licensee.

(C) This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 CFR § 385.713.

John Estep  
Chief, Land Resources Branch  
Division of Hydropower  
Administration and Compliance



# COMMONWEALTH of VIRGINIA

L. Preston Bryant, Jr.  
*Secretary of Natural Resources*

*Department of Game and Inland Fisheries*

Robert W. Duncan  
*Executive Director*

March 9, 2009

Mr. Gregory W. Harmon  
Boy Scouts of America – Blue Ridge Mountains Council  
Post Office Box 7606  
Roanoke, Virginia 24019

**Reference File No. 3-1-030909**

Dear Mr. Harmon:

Pursuant to your special use permit request to Pulaski County and as approved by the County Board of Supervisors at its meeting on July 28, 2008, the placement of regulatory markers as described below is authorized. This placement reflects comments from the Department's Law Enforcement staff in Region 3 as indicated in a June 4, 2008 letter from Sgt. Charlie Mullins.

|                    |                                                            |
|--------------------|------------------------------------------------------------|
| Body of Water:     | <b>Claytor Lake</b>                                        |
| Locality:          | <b>County of Pulaski</b>                                   |
| Location:          | <b>Claytor Lake Aquatics Base (BSA) - See Attached Map</b> |
| Type of Marker:    | <b>No-Wake</b>                                             |
| Number of Markers: | <b>Four (4) No-Wake Buoys</b>                              |
| Responsible Party: | <b>Mr. Gregory W. Harmon</b>                               |
| Comments:          | <b>Supporting documents indicate AEP approval</b>          |

By copy of this letter, Law Enforcement Division personnel will be notified of this authorization. Should you have any questions concerning this authorization, the Department contact in your region is Conservation Police Officer Regional Captain Clark Greene, telephone number 276-783-4860. Please reference the above file number in any correspondence you may have. The Department of Game and Inland Fisheries appreciates the opportunity to be of assistance in your request for regulatory markers.

Sincerely,

A handwritten signature in black ink that reads "Bob Duncan".

Robert W. Duncan  
Executive Director

RWD/cas

Cc: VDGIF Region 3 Captain Clark Greene  
Mr. John Walters, USCG 5<sup>th</sup> District  
Ms. Melody P. Taylor, Pulaski County Zoning Administrator

**Zoning Department**  
143 Third Street, NW, Suite 1  
Pulaski, Virginia 24301  
(540) 980-7710  
(540) 980-7717 Fax



**Pulaski County**  
**In Virginia's New River Valley**

January 26, 2009

Mr. Charlie Sledd  
Department of Game & Inland Fisheries  
4010 W. Broad St.  
Richmond VA 23230

**RE: Boy Scouts of America – No Wake Buoys**

Dear Mr. Sledd:

Per our conversation today I am forwarding to you the following paperwork:

1. Zoning Application
2. Letter dated June 4, 2008 from Sgt. Charlie Mullins, DGIF
3. Staff Comments
4. Aerial Photo submitted by Zoning staff
5. Photographs of the site
6. Photograph with proposed buoys submitted by applicant
7. Board of Supervisors Meeting Minutes of July 28, 2008
8. Letter of Approval by Board of Supervisors dated July 29, 2008

If you need further assistance, don't hesitate to contact this writer.

Sincerely,

Melody P. Taylor  
Zoning Administrator

mpt

Enclosures

Zoning Department  
143 Third Street, NW, Suite 1  
Pulaski, Virginia 24301  
(540) 980-7710  
(540) 980-7717 Fax



Pulaski County  
In Virginia's New River Valley

July 29, 2008

Blue Ridge Mountains Council  
c/o Greg Harmon  
PO Box 7606  
Roanoke, VA 24019

RE: Petition #2008-41-07

Petition by **Boy Scouts of America Blue Ridge Mtn. Council** for Special Use Permit (SUP) at 4100 Adventure Base Rd., for no wake buoys. (075-001-0000-0021), (Ingles District).

Dear Mr. Harmon:

During their meeting on July 28, 2008, the Pulaski County Board of Supervisors approved the above Special Use Permit (SUP) to allow "No Wake" buoys on Tax Parcel Number 075-001-0000-0021.

Article 17-3.11 requires that "a Special Use Permit becomes void if the permit is not utilized within twelve (12) months after approval, or in the event the use has been discontinued for a consecutive twelve (12) month period." In addition, Section 15.2-2285(F) of Virginia State Code, allows any person who feels aggrieved by a zoning decision made by the governing body and wishes to file an appeal with the circuit court has thirty (30) days from the date of the decision in which to do so.

It has been a pleasure to work with you during this project. If you have any questions, please don't hesitate to call our office at 540-980-7710.

Sincerely,

Melody P. Taylor  
Zoning Administrator

MPT/kww

C: Peter M. Huber, County Administrator  
Ranny Akers, Ingles District Supervisor  
Sgt. Charlie Mullins, Conservation Police Officer, 110 Tranquillity Drive, Pearisburg, VA 24134  
Wayne Alexander, AEP Hydro Generation/Real Estate Asset Mgmt, PO Box 2021, Roanoke, VA 24022



|                 |            |
|-----------------|------------|
| For Office Use: |            |
| Petition No.:   | 2008-41-07 |
| Date:           | 6-3-08     |

**Pulaski County, Virginia**  
**Community Development**  
143 Third St., N.W., Suite 1  
Pulaski, VA 24301  
Phone: (540) 980-7710  
Fax: (540) 980-7717

## ZONING APPLICATION

If you are uncertain of any information that is required, you may ask for assistance at the front desk.

APPLICANT: Blue Ridge Mts. Council Phone: Day: \_\_\_\_\_  
Evening: \_\_\_\_\_  
Address: PO Box 7606 Roanoke VA 24019 Cell: 540-529-5985

OWNER(S) (if different from above): \_\_\_\_\_

Day: \_\_\_\_\_  
Phone: Evening: \_\_\_\_\_  
Cell: \_\_\_\_\_

Address: \_\_\_\_\_

The undersigned hereby petition the Pulaski County Planning Commission and/or the Pulaski County Board of Supervisors to: (check one or more)

☐ Amend the text of the zoning ordinance as follows (use additional pages, if necessary):

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

☐ Site plan approval (Zoning Administrator):

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

☐ Amend the zoning map as follows:

From: \_\_\_\_\_  
Existing Zoning Classification

To: \_\_\_\_\_  
Desired Zoning Classification

☐ Issue Use Permit

☒ Special Use Permit (SUP)

to allow (4) No Wake Boats at  
Entrance to Cove of Boy Scout  
Agencies B.S.

**SITE INFORMATION:**

**FOR OFFICE USE ONLY**

Magisterial District Ingle Existing Zone A1 Acreage: 63.37  
 Tax Map No. of Property 075-001-0000-0021

Location: N E S W \_\_\_\_\_ side of Route No. \_\_\_\_\_ about \_\_\_\_\_ (feet, yards, miles)

From Owen's road

**AND**

Address (Four-digit/Street or Route No./Road Name): Clytor Lake Adventure Base  
4100 Adventure Base Road  
Radford, VA 24141

Current Use of Property: Recreation/Education

REASONS FOR REQUEST: After consulting with the VADGIF  
and our BSA aquatic directors, it is felt we  
need the no wake buoy for the safety of our participants  
Currently, the cost has doubled for only our property  
with the majority of the land still owned by AEP

I (we) certify that I (we) have familiarized myself (ourselves) with the rules and regulations of the Pulaski County Zoning Ordinance with respect to preparing and filing this application, that the foregoing statements and answers herein contained are in all respects true and correct to the best of my (our) knowledge and belief and that I am (we are) the owner(s)/contract owner(s) of the property involved in this application.

For zoning map amendments and special or conditional use permits:

**I HAVE RECEIVED SIGNS AND I AM FULLY AWARE OF MY RESPONSIBILITY FOR POSTING**

Applicant's Signature:

Gregory W. Harmon  
 Print or Type

Gregory W. Harmon  
 Signature

Address: 212 E. Court St Rocky Mount VA 24151

Property Owner's Signature (if different from above):

Print or Type

Signature

Address:



# COMMONWEALTH of VIRGINIA

L. Preston Bryant, Jr.  
Secretary of Natural Resources

Department of Game and Inland Fisheries

Robert W. Duncan  
Executive Director

Sgt. Charlie Mullins  
Conservation Police Officer  
110 Tranquillity Drive  
Pearisburg, Virginia 24134  
(540) 599-4575

RECEIVED

JUN 09 2008

June 4, 2008

PULASKI COUNTY

To whom it may concern,

This letter is intended to serve as a written notice of the Department of Game and Inland Fisheries full and complete support of placing "No Wake" buoys at the entrance to the cove at the new Boy Scout property. The main need for these buoys is for safety of the users in this area. During the summer months this area will receive a high volume of traffic and could create a major safety concern if boats are allowed to travel at elevated speeds. Senior Conservation Police Officers Rolland Cox, Wes Billings, Lee Wensel and I who are familiar with the normal level of lake use and have inspected this area and strongly feel the placing of three water markers at the entrance to this cove could prevent potential serious accidents.

Number of boats currently used by the Boy Scouts:

8 Two man sailboats

14 Row boats

12 Kayaks

5 Large Sailboats

5 Pontoon boats

6 Power boats

5 Catamarans

Fleet totaling 55 boats

During the seven weeks of camp each boat is on the water for approximately eight hours a day five days a week. This puts the boat hours a week at 2200. They expect a total of 557 people coming through the aquatic program. Next year they anticipate a 20% increase and they believe the camp which will push numbers upwards to 350 to 400 people a week in the near future. They use these boats to do small boat sailing, large boat sailing, rowing, waterskiing, and wakeboarding. In addition to the boats they also do general swimming, a mile swim program, snorkeling, and SCUBA certification.

If you have any questions feel free to contact me by calling 540-599-4575.

Sincerely yours,

Sgt. Charlie Mullins  
District 31 Supervisor  
Conservation Police Officer

BOARD OF SUPERVISORS MEETING MINUTES OF JULY 28, 2008

2. Invocation

Reverend Vicki Houcke of the Christ Episcopal Church provided the invocation.

3. Recognitions – Featured Employee Awards

a. Presentation to Family of Resolution Honoring Roy I. Lloyd, Jr.

Mr. Sheffey read aloud the resolution which was adopted by the Board at its June 23, 2008 meeting and presented said resolution to Sylvia Lloyd, wife of Bob Lloyd, along with other members of Mr. Lloyd's family.

a. Featured Employee Awards

The Board recognized Brenda Sayers of the PSA Billing Department, and Mike Fleenor, Commonwealth Attorney, as the featured employees to serve during the month of August. Mr. Sheffey read a description of the job duties and personal interests for Ms. Sayers and Mr. Fleenor. Supervisors presented a Fatz Cafe gift certificate to Mr. Fleenor. Ms. Sayers was unable to attend the meeting.

4. Additions to Agenda

Mr. Huber noted the addition of the following items under Reports from County Administrator & Staff: Consideration of proposals related to post-retirement benefits program as it relates to Government Accounting Standards Board (GASB) 34; and a request from Dallas Cox for funding to support the ceremony being held for the opening of the new Virginia Veterans Cemetery in Dublin.

5. Public Hearings:

a. Petition by **Boy Scouts of America Blue Ridge Mtn. Council** for Special Use Permit (SUP) at 4100 Adventure Base Rd., for no wake buoys. (075-001-0000-0021), (Ingles District).

Ms. Taylor presented staff comments and advised the Planning Commission recommended approval. She also noted AEP supports the special permit request for no wake buoys.

Mr. Sheffey opened the public hearing.

BOARD OF SUPERVISORS MEETING MINUTES OF JULY 28, 2008

Mr. Greg Harmon, Program Director for the Boy Scouts, provided details regarding the Boy Scouts program. He indicated he supported the request for no wake buoys, citing the need for additional safety measures for lake users.

There being no additional comments, the hearing was closed.

On a motion by Mr. Conner, seconded by Mr. Bopp and carried, the Board approved the special use permit request, as recommended by the Planning Commission, with approval conditioned upon the Department of Game and Inland Fisheries approval.

Voting yes: Mr. Akers, Mr. Conner, Mr. Sheffey, Mr. Bopp,  
Mr. Pratt.

Voting no: none.

- b. Petition by **Verizon Wireless** for a Special Use Permit (SUP) on property owned by **Mason Farm LLC & Dalton Ratcliffe F** at 7451 Peppers Ferry Blvd., for construction of 199' communications tower. (029-001-0000-0031), (Cloyd District).

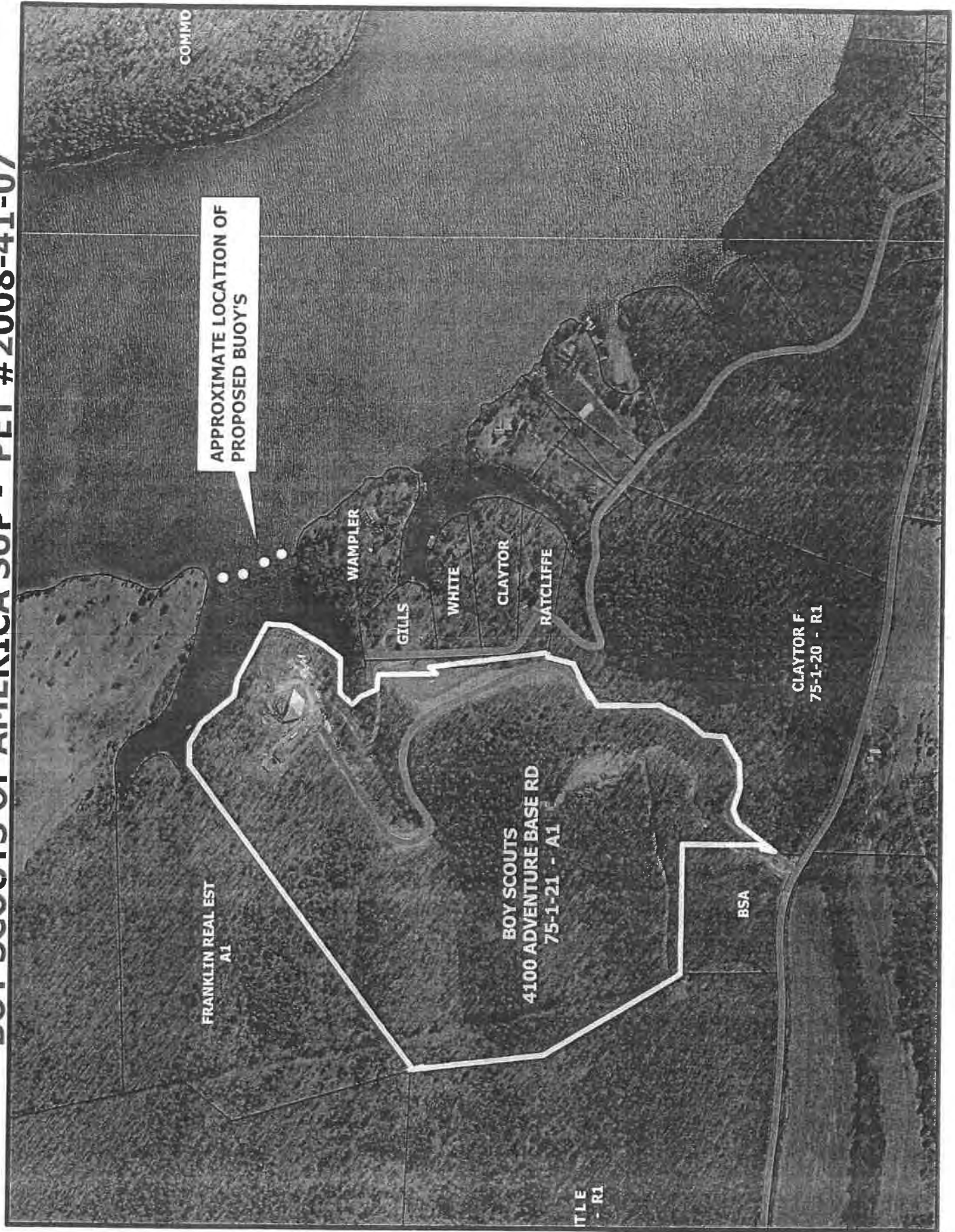
Ms. Taylor presented staff comments and advised the Planning Commission recommended approval. Mr. Sheffey inquired if any citizens attended the Planning Commission meeting, speaking either for or against the requested special use permit. Ms. Taylor advised there were several individuals who spoke both in favor and in opposition to the special use permit request.

Mr. Sheffey opened the public hearing.

Mr. Julian Pedini, of Verizon Wireless spoke in favor of the petition. He advised that the current towers in the area are at, or near, capacity and due to the heavy volume of traffic, Verizon needs to enhance its services. He also indicated the additional tower would allow for coverage along Belspring Road and Gate 10 Road. He further noted the additional tower would help the area north of the Radford Army Ammunition Plant.

Mr. Dennis Setliff, adjacent property owner, expressed concern over potential health issues and the overall reduction in property values, should the tower be located in close proximity to residential areas. He also expressed concern over the potential destruction of scenery and landscaping around the area. Mr. Setliff advised he was not against a cell tower, but would like to see the tower moved out of the line of sight of Deerwood Forest and suggested consideration to moving the tower near the landfill.

# BOY SCOUTS OF AMERICA SUP - PET #2008-41-07



PULASKI COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH  
143 3RD STREET NW SUITE 4  
PULASKI, VIRGINIA 24301

IN COOPERATION WITH THE  
STATE DEPARTMENT OF HEALTH

February 1, 2008

Blue Ridge Mountain Council  
2131 Valley View Blvd.  
Roanoke VA 24019

Subject: AOSE/PE Construction Permit **08-177-1010** Tax Map ID **P 75**  
**Claytor Aquatic Center; Owens Rd.**

Dear Blue Ridge Mountain Council:

This letter, in conjunction with the enclosed approved plans constitutes your permit to install a sewage disposal system. The application for a permit was submitted pursuant to §32.1-163.5 of the Code of Virginia which requires the Health Department to accept private soil evaluations and designs from an Authorized Onsite Soil Evaluator (AOSE) or a Professional Engineer working in consultation with an AOSE for residential development. The permitted site was certified as being in compliance with the Board of Health's regulations (and local ordinances if the locality has authorized the local health department to accept private evaluations for compliance with local ordinances) by: **David Shane Hall, certification # 230**. This permit is issued in reliance upon that certification.

The Board of Health hereby recognizes that the soil and site conditions acknowledged by this correspondence, and documented by additional records on file at the local health department, are suitable for the installation of onsite sewage disposal systems. The attached plat (or plats) shows the approved areas for the sewage disposal systems. This letter is void if there is any substantial physical change in the soil or site conditions where a sewage disposal system is to be located.

If modifications or revisions are necessary at any time prior to or during construction of the system, please contact the Authorized Onsite Soil Evaluator (AOSE) or Professional Engineer (PE) who performed the evaluation and design on which this permit is based. The AOSE or PE is authorized to make minor adjustments in the location or design of the system at the time of construction provided adequate documentation is provided to the Pulaski County Environmental Health. Your contractor should notify the AOSE or PE listed above for a final inspection of the system once installed.

This authorization is null and void if conditions are changed from those shown on the application or conditions are changed from those shown on the attached construction drawings, plans and specifications. No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved and/or authorized by the Pulaski County Environmental Health. Any part of any installation which has been covered prior to approval shall be uncovered if necessary, upon the direction of the Department.

This authorization to construct a sewage disposal system expires: **8-1-2009**.

Sincerely



Michael P. Campbell  
Environmental Health Specialist, Sr.

## Claytor Septic Plan

**This quote prices the current specs by the Balzer Engineer:**

VAMAC—control panels, treatment unit package

\$47,936.95     Scott Carrie 434-528-3626

Ferguson—pipes, fittings, pumps, chambers

\$10,708.60

Hanover—Tanks

\$34,970     804-798-2336     (Clearflow quoted \$45,915)

David King—392-6109

\$35,000     Labor (50% of cost and not charging for materials)  
Equipment warranty 2 years, Labor 5 years  
Will provide a service contract

\$3,000     Rental Crane (2 days)

\$3,000     Stone (estimate probably high)

---

\$1,000     Wire and conduit

\*Engineer from Richmond plans to be on site to supervise installation and take photos for their promotional materials.

Total: \$135,615.55 (Eco Pod with Concrete Tanks)

---

### **Quote from Jeff Hasen 731-0207 (These prices include tax)**

Price for Balzer Plan— \$268,880     (Eco Pod System with Concrete Tanks)

Balzer Plan + Xerxes Tanks —\$274,880     (Eco Pod with Fiberglass tanks)

Eco Pure with Xerxes Tanks —\$278,880     (Peat Moss System)

\*All systems come with a 2-year guarantee and maintenance package. During this time Jeff has offered to work with our Rangers and train them on how perform the maintenance.

---

### **General Thoughts:**

After meeting both the Kings and Jeff Hasen, Jeff is hands down the most knowledgeable in regards to septic design and maintenance. During our conversation he made several valid suggestions regarding the Balzer design that would both save time and money in the future. That said, Jeff is also a salesman and well spoken and the King Brothers have stated that they plan to become certified to maintain systems over the next couple years.

### **Regarding the systems**

1. The Blazer specked system utilizes the Eco Pod System. Though the Eco Pod is a modified version of an older reliable system, there is neither current data to support its longevity nor is there even a certified person in the state to perform its maintenance at this time.
2. Mr. Hasen made several good points in favor of using the Eco Pod System but replacing the concrete tanks with the Xerxes Fiberglass Tanks.
  - a. The fiberglass tanks are vacuum tested at the factory, which means they will not leak—a very common problem with concrete.
  - b. The fiberglass tanks are light and do not require rental of a crane and are less to ship.
  - c. The units include deadmen to negate seasonal water table and issues with proximity to the lake.
  - d. The Xerxes avoids OSHA compliance issues when dealing with confined space ordinances for cleaning and maintenance.
3. The peat moss system is by far the cleaner of the two systems and is capable of removing 99.9% of the fecal mater before fluids leave the system. This is advantageous considering our proximity to the lake.
4. Maintenance:
  - i. The ecopod system will consume approximately 1800 watts of electricity per day. This will cost approximately \$50 per month. If power is down for several days, the eco pod literature states that you should pump it clean (could be an issue considering our location). Sludge tests and maintenance for this system will likely cost \$2200 per year.
  - ii. The Peat Moss System uses considerably less electricity since it relies primarily on gravity to move the solutions. Less parts and machinery also

means less maintenance and problems. However, the biggest maintenance cost for this system is the peat—in 8-10 years we will have to test the peat and will possibly have to replace some if not all of the peat. If we had to replace all of the peat, it would cost \$1400 per pod. The system contains 14 pods.

**SETEC**

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

## OSE Report for Permit

**Property Identification:**

County: Pulaski  
 Aquatics Base Camp

**New Building Description:**

Staff house located by the water tank and well

**Applicant and Their Address:**

Boy Scouts of America Blue Ridge Mountains Council  
 2131 Valley View Blvd., N.W.  
 Roanoke, VA 24012-2031

**Applicants Phone Number:**

529-5985

**Date of this report:**

6/3/11

**Contents of this report:**

OSE Cover Page & Certification Statement (Page\_1\_)  
 Application for a Sewage Disposal and/or Water Supply  
 Permit (Page\_2\_)  
 Sewage Disposal System Construction Specifications  
 (Page\_3\_)  
 Construction Drawing at 1" = 60' (Page\_4\_)  
 Pump Drawing & Specifications (Pages\_5-7\_)

Soil Information Summary (Page\_8\_)  
 Soil Profile Descriptions Main Drainfield (Page\_9\_)  
 Soil Profile Descriptions Reserve Drainfield (Page\_10\_)  
 Primary/Reserve Design Specifications (Page\_11\_)

**Certification Statement:**

I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-630) and all other applicable laws, regulations and policies implemented by the Virginia Department of Health. I further certify that I currently possess any professional license required by the laws and regulations of the Commonwealth that have been duly issued by the applicable agency charged with licensure to perform the work contained herein.

The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.A.11

I recommend a **construction permit** be approved.

AOSE David Hall #122

Date 6/3/1121.



**Commonwealth of Virginia**  
**Application for a Sewage Disposal and/or Water Supply Permit**

Health Department ID \_\_\_\_\_

Applicant: **Boy Scouts of America Blue Ridge Mountains Council** Address: **2131 Valley View Blvd., N.W. Roanoke, VA 24012-2031** Phone: \_\_\_\_\_

Agent: **Greg Harmon** Address: \_\_\_\_\_ Phone: **529-5985**

Directions to the Property: \_\_\_\_\_

**Sewage System**

**Type of Approval:**

For New Construction: Certification Letter Construction Permit ☒  
 For Existing Construction: Repair Modification Expansion Replacement

**Proposed Use:**

Single Family Home Number of Bedrooms Multi-Family Dwelling Total Number of Bedrooms  
 Other (describe) **The proposed drainfield (8 x 50') will serve a 3 bedroom house to be used by staff members.**

Will there be a basement: Yes No ☒ If yes, will there be fixtures in the basement? Yes No ☒

Are any conditions proposed on this construction permit? Yes No ☒

If yes, check or describe all proposed conditions that apply: Reduced water flow Limited occupancy Intermittent or seasonal use

Temporary use not to exceed 1 year Other (describe)

**Water Supply**

Will the water supply be Public Private ☒

Is the water supply Existing ☒ Proposed

If proposed, is this a replacement well? Yes No

Will the old well be abandoned: Yes No N/A ☒

Will any buildings within 50' of the proposed well be termite treated? Yes No ☒

**All Applicants**

Is this an OSE/PE application? Yes ☒ No

If yes, is the OSE package attached? Yes ☒ No

Note: The well location must comply with §32.1-176.5:2

The property lines and building location and proposed sewage disposal area are clearly marked and the property is sufficiently visible to see the topography. I give permission to the Department to enter onto the property described for the purpose of processing this application and to perform quality assurance checks as necessary until the sewage disposal system has been constructed and approved.

Signature of Owner/Agent \_\_\_\_\_

Date \_\_\_\_\_

## SEWAGE DISPOSAL SYSTEM CONSTRUCTION SPECIFICATIONS

## GENERAL INFORMATION

New: ☒ Repair: Expanded:Applicant: **Boy Scouts of America Blue Ridge Mountains Council** Telephone: **529-5985**Address: **2131 Valley View Blvd., N.W., Roanoke, VA 24012-2031**For a Type II Sewage Disposal System to be constructed on / at: **Aquatics Base Camp-Staff house located by the water tank and well.**Actual or estimated water use: **450 gallons/day (3 Bedroom)**

## DESIGN

## NOTES

|                                                                                                                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Water Supply, (describe)</b> Existing<br><b>To be installed:</b> Class: N/A Cased: N/A Grouted: N/A                                                                                                                          |  |
| <b>Building Sewer:</b><br>4" ID PVC 40, or equivalent.<br>Slope 1.25" per 10'(minimum)<br>Other:                                                                                                                                |  |
| <b>Septic Tank:</b> capacity— <b>1000</b> gals. (minimum) w/inspection port and manhole.<br>Other: <b>The bottom of the tank must be set on original ground.</b>                                                                |  |
| <b>Inlet-Outlet structure:</b><br>PVC 40, 4" tees, or equivalent.<br>Other:                                                                                                                                                     |  |
| <b>Pump and/or Pump station:</b><br>No: See pages 5-7 for pump specifications.<br>Yes: <input checked="" type="checkbox"/>                                                                                                      |  |
| <b>Force main:</b> 2" sch. 40 w/ solvent welded joints.<br>Other:                                                                                                                                                               |  |
| <b>Distribution Box:</b><br>Precast concrete only with a minimum of <b>10</b> ports.<br>Other:                                                                                                                                  |  |
| <b>Header Lines:</b><br>Material: <b>4" ID sch. 40</b> from distribution box into absorption trench. Slope 2" minimum.<br>Other:                                                                                                |  |
| <b>Percolation Lines:</b><br>Gravity: Infiltrator Quick 4's, or equivalent chamber system, slope 2" - 4" (min - max) per 100'.<br>Other:                                                                                        |  |
| <b>Absorption Trenches:</b><br>Square ft. required: 1200<br>Trench width: 3'<br>Trench length: 50'<br>Number of trenches: 8<br>Depth from ground surface to bottom of the ditch: 36"<br>Centers: 13'<br>Depth of aggregate: N/A |  |

**Contact SETEC (381-0309) before installing the drainfield.****This drainfield is designed to use gravelless trenches and has been reduced by 25% or less as allowed by GMP #135.****Install the drainfield during a dry period.****Protect the septic and pump tanks from vehicular traffic.****Locate all buried utilities and keep all portions of the septic system at least 10' away.**

\* The bottom of the septic and pump tanks must be set on original ground.

\* Protect the tanks from vehicular traffic.

Install On Contour

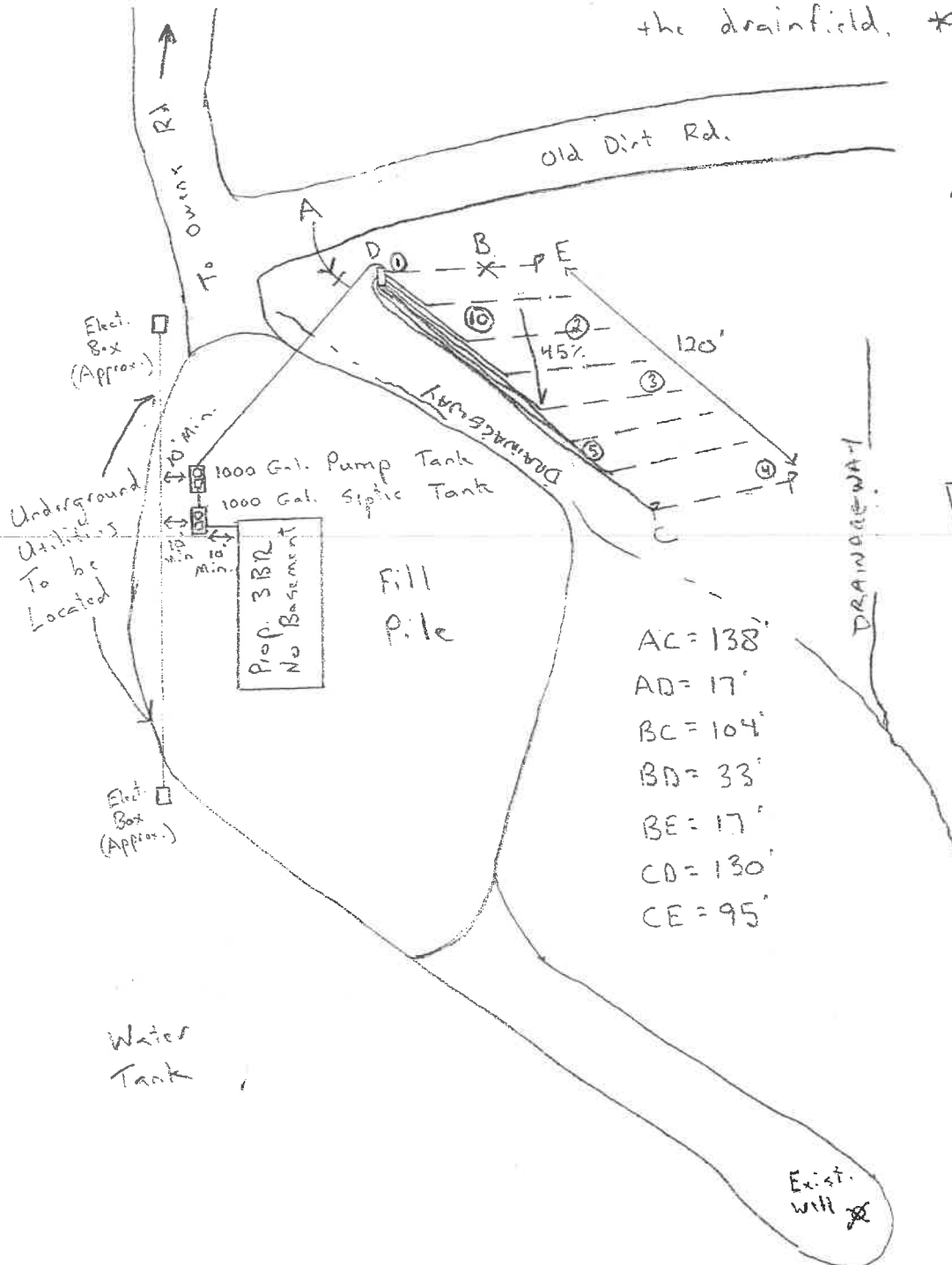
Infiltrator Quick 4's (or Equivalent)

8 Lines 50' Long

3' Wide 13' Centers

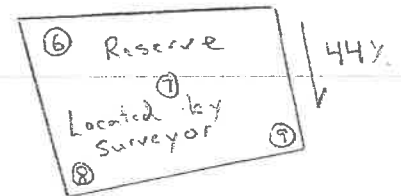
36" Installation Depth

\* Contact SETEC (381-0309) before installing the drainfield. \*



A & B = Existing Orange Flags that have been located by a surveyor

P = Proposed Drainfield Corners (PVC Pipe + Flag)



Applicant: Boy Scouts of America Blue Ridge  
Mountains Council

Location: Aquatics Base Camp (Staff  
House)

## PUMP SYSTEM PLANS AND SPECIFICATIONS

|                                       |             |                                          |
|---------------------------------------|-------------|------------------------------------------|
| Pump Chamber Size in Gallons          | <u>1000</u> | } Based on C.T. Jamison Pump Tank Specs. |
| Drawdown in Gallons (Each Pump Cycle) | <u>160</u>  |                                          |
| Drawdown in Inches (Each Pump Cycle)  | <u>10</u>   |                                          |

Force Main Shall be 2" Diameter SCH. 40 PVC Pressure Pipe with Pressure Fittings.

Pump Must Provide 21 Gallons per Minute Minimum and 84 Gallons per Minute Maximum at System Head.

Maximum Pump Cycle Time (Drawdown in Gallons/ 21 GPM) = 7 mins., 37 secs.

Minimum Pump Cycle Time (Drawdown in Gallons/ 84 GPM) = 1 mins., 54 secs.

The pump shall be of the open face centrifugal type designed to pump sewage.

The pump station must be provided with controls for automatically starting and stopping the pump based on water level.

The electrical motor control center and master disconnect switch shall be placed in a secure location above grade and remote from the pump station.

Each motor control center shall be provided with a manual override switch.

A high water alarm with remote sensing and electrical circuitry separate from the motor control center circuitry shall be provided.

The alarm shall be audiovisual and shall alarm in an area where it may be easily monitored.

All electrical connections shall be hardwired.

Do not use compression fittings.

The force main shall be deep enough to prevent freezing.

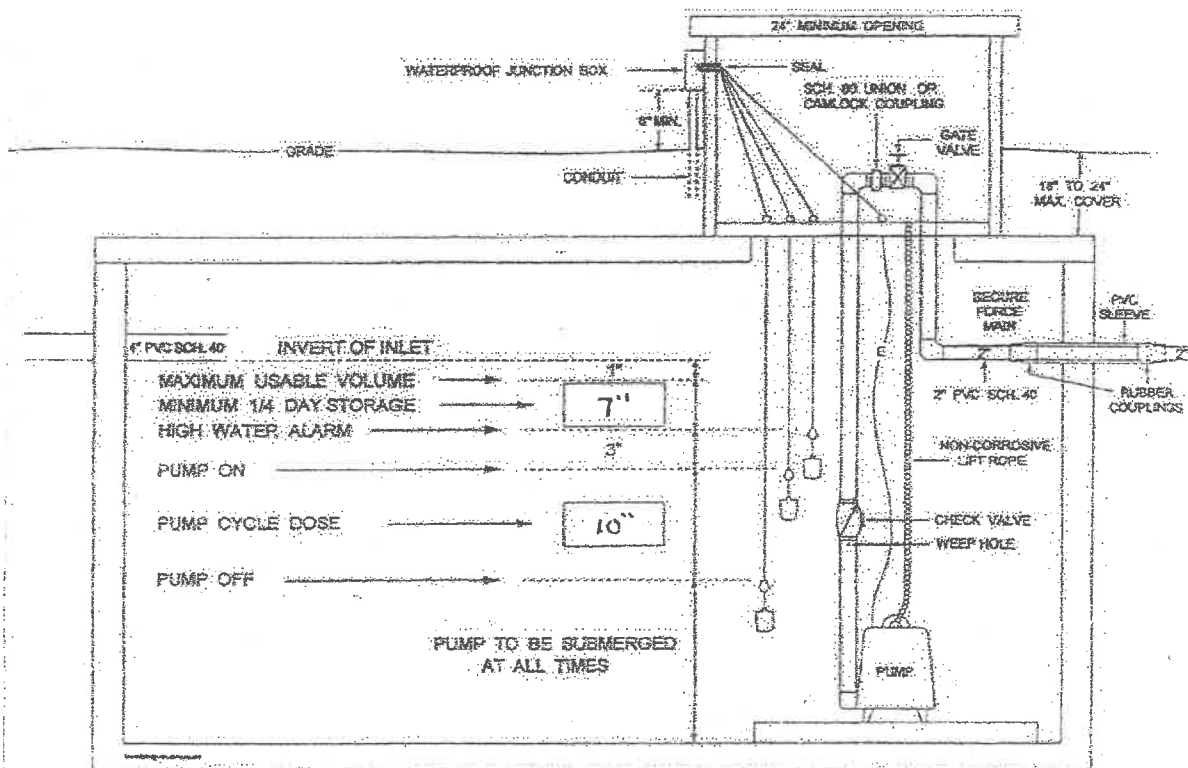
The pump chamber shall be level and watertight.

Static Head = 12'

Friction Head at 21 GPM = 1'

Total Dynamic Head at 21 GPM = 13'

Recommended Pump: Zoeller Model 98 (Or equivalent.)



"QUALITY PUMPS SINCE 1939"

SECTION: 2.20.035

FM0973

1101

Supersedes

0700

Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.



MAIL TO: P.O. BOX 16347 • Louisville, KY 40256-0347  
SHIP TO: 3649 Cane Run Road • Louisville, KY 40211-1961  
(502) 778-2731 • 1 (800) 928-PUMP • FAX (502) 774-3624

visit our web site:  
<http://www.zoeller.com>

## COMPARE THESE FEATURES

- Non-clogging engineered plastic vortex impeller design.
- Corrosion resistant powder coated epoxy finish.
- Durable cast construction. Cast switch case, motor and pump housing and base. No sheet metal parts to rust or corrode.
- Castings - All cast iron class 25-30 25000# tensile strength.
- Bearings - Upper & lower oil fed cast iron.
- Stainless steel screws, guard, handle and arm and seal assembly.
- Float operated submersible (NEMA 6) 2-pole mechanical switch.
- Oil-filled motor—hermetically sealed.
- Permanent split capacitor motor.
- Entire unit pressure tested after assembly.
- Automatic reset thermal overload protection.
- Carbon and ceramic shaft seal.
- Watertight neoprene "□" ring between motor and pump housing.
- Maximum temperature for effluent or dewatering 130° F. - 54° C.
- 60 Hz, 1725 RPM.
- Passes ½ inch solids (sphere).
- No screens to clog.
- Standard cord length 15' (UL listed).
- 1½" NPT Discharge (1½" X 2" PVC Adapter included with BN & BE Models).
- On point - 9½"
- Off point - 3"
- Major width - 10 1/8"
- Height - 12"

## SIMPLEX AND DUPLEX SYSTEMS AVAILABLE

## PACKAGED SYSTEMS AVAILABLE

**Note:** The sizing of effluent systems normally requires variable level float(s) controls and properly sized basins to achieve required pumping cycles or dosing timers with nonautomatic pumps.



## 98 Cast Iron Series "FLOW-MATE"

(FOR PUMP PREFIX IDENTIFICATION SEE NEWS & VIEWS 0052)

FOR SEPTIC TANK  
LOW PRESSURE PIPE (LPP)  
AND ENHANCED FLOW STEP SYSTEMS



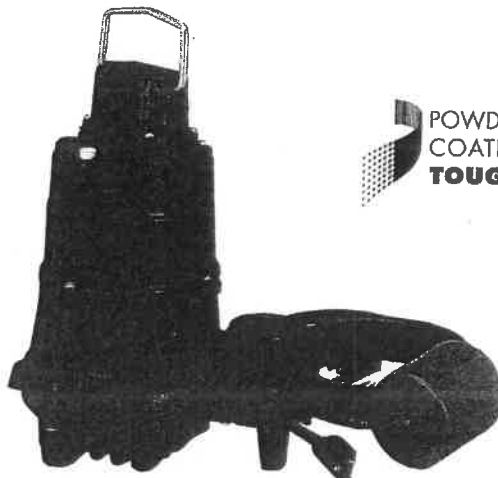
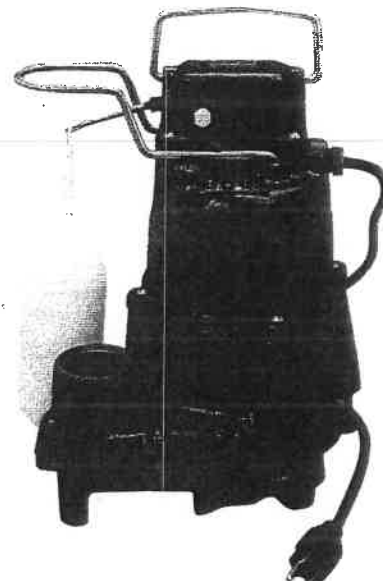
**EFFLUENT**  
**OR DEWATERING PUMP**  
SUBMERSIBLE  
1½" NPT DISCHARGE



### MODELS AVAILABLE

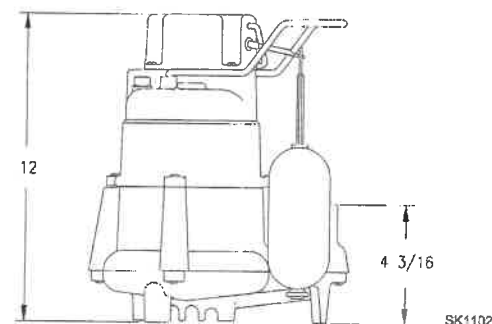
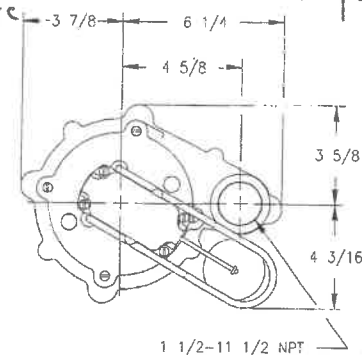
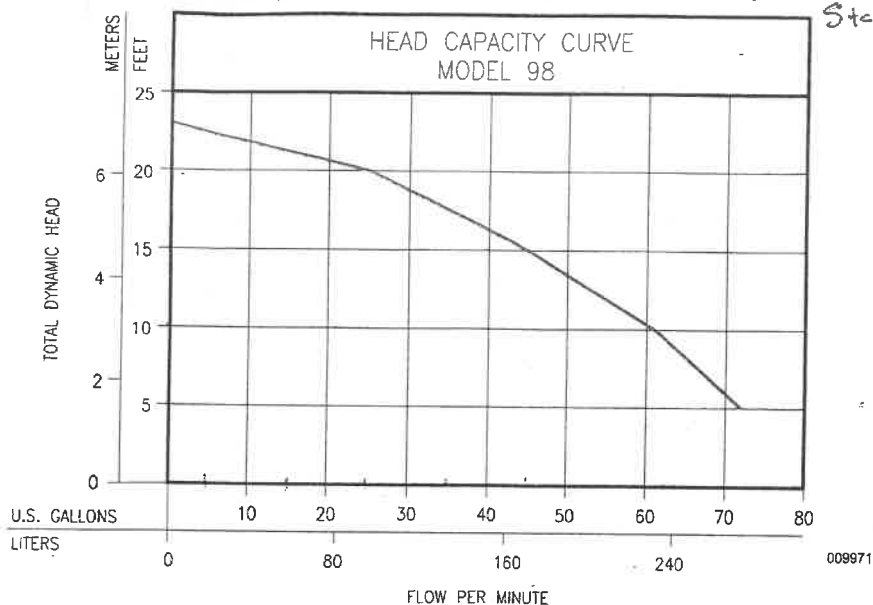
- Automatic or Nonautomatic
- ½ H.P., 1 Ph., 115V or 230V
- Available with Piggyback Variable Level Float Switch.

MODEL 98



MODEL BN98

POWDER  
COATED  
**TOUGH™**



### CONSULT FACTORY FOR SPECIAL APPLICATIONS

- Electrical alternators, for duplex systems, are available and supplied with an alarm.
- Mechanical alternators, for duplex systems, are available with or without alarm switches.
- Variable level float switches are available for controlling single and three phase systems.
- Double piggyback variable level float switches are available for variable level long cycle controls.

#### Standard all models - Weight 39 lbs. - 1/2 H.P.

| 98 Series |          |      |      | Control Selection |        |
|-----------|----------|------|------|-------------------|--------|
| Model     | Volts-Ph | Mode | Amps | Simplex           | Duplex |
| M98       | 115      | 1    | Auto | 9.4               | 1      |
| N98       | 115      | 1    | Non  | 9.4               | 2      |
| D98       | 230      | 1    | Auto | 4.7               | 1      |
| E98       | 230      | 1    | Non  | 4.7               | 2      |

#### SELECTION GUIDE

1. Integral float operated 2-pole mechanical switch, no external control required.
2. Single piggyback variable level float switch or double piggyback variable level, float switch. Refer to FM0477.
3. Mechanical alternator 10-0072 or 10-0075.
4. See FM0712, for correct model of Electrical Alternator.
5. Control switch 10-0225 used as a control activator, specify duplex (3) or (4) float system.

#### CAUTION

For information on additional Zoeller products refer to catalog on Piggyback Variable Level Switches, FM0477; Electrical Alternator, FM0486; Mechanical Alternator, FM0495; Sump/Sewage Basins, FM0487; Single Phase Simplex Pump Control, FM1596; Alarm Systems, FM0732.

All installation of controls, protection devices and wiring should be done by a qualified licensed electrician. All electrical and safety codes should be followed including the most recent National Electric Code (NEC) and the Occupational Safety and Health Act (OSHA).

### RESERVE POWERED DESIGN

For unusual conditions a reserve safety factor is engineered into the design of every Zoeller pump.



<http://www.zoeller.com>

**ZOELLER**  
PUMP CO.

MAIL TO: P.O. BOX 16347  
Louisville, KY 40256-0347  
SHIP TO: 3649 Cane Run Road  
Louisville, KY 40211-1961  
(502) 778-2731 • 1 (800) 928-PUMP  
FAX (502) 774-3624

Manufacturers of . . .

"QUALITY PUMPS SINCE 1939"

**SETEC**

**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**

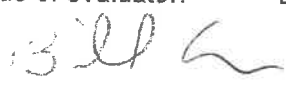
Date: 5/26/11  
 Applicant: Boy Scouts of America Blue Ridge Mountains Council  
 Address: 2131 Valley View Blvd., N.W., Roanoke, VA 24012-2031  
 Location: Aquatics Base Camp (Staff House)

Pulaski County Health Department  
 Telephone #: 529-5985

**Soil Information Summary**

1. Position in landscape satisfactory Yes ☒ No Describe: Sideslope
2. Slope 45 %
3. Depth to rock/impervious strata: Max. > 60" Min. 25"\* None  
 \*Located in the reserve area; all holes in the main drainfield were 54" or greater
4. Depth to seasonal water table (gray mottling or gray color) No Yes ☒ x-30"\*  
 \*Located in the reserve area; no grays observed in the main drainfield.
5. Free water present No ☒ Yes range in inches
6. Soil percolation rate estimated Yes ☒ No Texture group 3  
 Estimated rate 60 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: 

**Department Use**

Site Approved: depth at site designated on permit.

Site Disapproved:

**Reason for rejection:**

- 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 over 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  
Main Drainfield**

Date of Evaluation: 5/17/11

Pulaski County Health Department  
Identification No.

x See application sketch

See construction permit

**Applicant:** Boy Scouts of America Blue Ridge  
Mountains Council**Location:** Aquatics Base Camp (Staff  
House)

| Hole #        | Horizon | Depth | Description                                                                                                                            | Texture Group |
|---------------|---------|-------|----------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1<br>Main DF  | A       | 0-3   | Dark Yellowish Brown (10YR 4/4) channery silt loam                                                                                     | 3             |
|               | BA      | 3-15  | Yellowish Brown (10YR 5/8) channery silt loam                                                                                          | 3             |
|               | Bt1     | 15-40 | Yellowish Brown (10YR 5/8) channery silt loam                                                                                          | 3             |
|               | Bt2     | 40-54 | Strong Brown (7.5YR 5/6) silty clay loam; few Very Pale Brown (10YR 7/4) weathered shale mottles                                       | 3             |
|               | C       | 54-60 | Very Pale Brown (10YR 7/4) channery silt loam; 30% shale fragments; few Light Brownish Gray (10YR 6/2) weathered shale mottles         | 3             |
| 2<br>Main DF  | A       | 0-3   | Dark Yellowish Brown (10YR 4/4) channery silt loam                                                                                     | 3             |
|               | BA      | 3-18  | Brownish Yellow (10YR 6/6) channery silt loam                                                                                          | 3             |
|               | Bt1     | 18-48 | Yellowish Brown (10YR 5/8) channery silt loam; 25% shale fragments                                                                     | 3             |
|               | Bt2     | 48-60 | Strong Brown (7.5YR 5/6) silty clay loam; few Black (10YR 2/1) Manganese Stains/Cocretions & Yellow (10YR 7/8) weathered shale mottles | 3             |
| 3<br>Main DF  | A       | 0-3   | Dark Yellowish Brown (10YR 4/4) channery silt loam                                                                                     | 3             |
|               | BA      | 3-18  | Brownish Yellow (10YR 6/6) channery silt loam                                                                                          | 3             |
|               | Bt1     | 18-50 | Yellowish Brown (10YR 5/8) very channery silt loam; 35% shale fragments                                                                | 3             |
|               | Bt2     | 50-60 | Strong Brown (7.5YR 5/6) silty clay loam; few Black (10YR 2/1) Manganese Stains/Cocretions & Yellow (10YR 7/8) weathered shale mottles | 3             |
| 4<br>Main DF  | A       | 0-3   | Dark Yellowish Brown (10YR 4/4) channery silt loam                                                                                     | 3             |
|               | BA      | 3-15  | Yellowish Brown (10YR 5/8) channery silt loam                                                                                          | 3             |
|               | Bt1     | 15-50 | Yellowish Brown (10YR 5/8) channery silt loam; 25% shale fragments                                                                     | 3             |
|               | Bt2     | 50-60 | Strong Brown (7.5YR 5/8) clay; few Black (10YR 2/1) Manganese Stains/Cocretions & Very Pale Brown (10YR 7/4) weathered shale mottles   | 4             |
| 5<br>Main DF  | A       | 0-2   | Brown (10YR 4/3) silt loam                                                                                                             | 3             |
|               | BA      | 2-16  | Brownish Yellow (10YR 6/6) silt loam                                                                                                   | 3             |
|               | Bt1     | 16-48 | Strong Brown (7.5YR 5/6) silty clay loam                                                                                               | 3             |
|               | Bt2     | 48-60 | Strong Brown (7.5YR 5/6) clay; few Yellow (10YR 7/6) weathered shale mottles                                                           | 4             |
| 10<br>Main DF | A       | 0-4   | Dark Yellowish Brown (10YR 4/4) silt loam                                                                                              | 3             |
|               | BA      | 4-20  | Brown (10YR 5/4) silt loam                                                                                                             | 3             |
|               | Bw      | 20-45 | Yellowish Brown (10YR 5/6) gravelly silt loam; 20% coarse fragments                                                                    | 3             |
|               | C       | 45-54 | Yellowish Brown (10YR 5/6) gravelly silt loam; many manganese stains                                                                   | 3             |

**PROFILE DESCRIPTION  
SOIL EVALUATION REPORT  
Reserve Drainfield**

Date of Evaluation: 5/17/11

Pulaski County Health Department  
Identification No.

x See application sketch

See construction permit

**Applicant:** Boy Scouts of America Blue Ridge Mountains Council      **Location:** Aquatics Base Camp (Staff House)

| Hole #                   | Horizon | Depth | Description                                                                         | Texture Group |
|--------------------------|---------|-------|-------------------------------------------------------------------------------------|---------------|
| 6<br>Reserve             | A       | 0-6   | Dark Yellowish Brown (10YR 4/4) silt loam                                           | 3             |
|                          | Bw      | 6-30  | Strong Brown (7.5YR 5/8) channery silt loam; 20% shale fragments                    | 3             |
|                          | C       | 30-40 | Reddish Yellow (7.5YR 6/8) channery silt loam; 25% shale fragments                  | 3             |
|                          | AR      | 40    |                                                                                     |               |
| 7<br>Reserve             | A       | 0-7   | Dark Yellowish Brown (10YR 4/4) silt loam                                           | 3             |
|                          | Bt1     | 7-45  | Yellowish Brown (10YR 5/6) silty clay loam                                          | 3             |
|                          | Bt2     | 45-55 | Strong Brown (7.5YR 5/8) clay                                                       | 4             |
| 8<br>Reserve             | A       | 0-5   | Dark Yellowish Brown (10YR 4/4) silt loam                                           | 3             |
|                          | Bw      | 5-30  | Yellowish Brown (10YR 5/8) channery silt loam                                       | 3             |
|                          | Bx      | 30-35 | Yellowish Brown (10YR 5/8) channery silt loam; common Light Gray (10YR 7/2) mottles | 3             |
| <del>9<br/>Reserve</del> | A       | 0-3   | Dark Yellowish Brown (10YR 4/4) channery silt loam                                  | 3             |
|                          | BA      | 3-15  | Yellowish Brown (10YR 5/8) channery silt loam                                       | 3             |
|                          | Bw      | 15-25 | Yellowish Brown (10YR 5/8) very channery silt loam; 40% shale fragments             | 3             |
|                          | AR      | 25    |                                                                                     |               |

**Applicant:** Boy Scouts of America Blue Ridge  
Mountains Council

**Location:** Aquatics Base Camp (Staff House)

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

| Main DF                                                 |       | Reserve DF                                          |                             |
|---------------------------------------------------------|-------|-----------------------------------------------------|-----------------------------|
| Type of system                                          | Pump  | Reserve Area Required                               | Yes                         |
| EPR                                                     | 60    | Type of Reserve                                     | TL-3 into Drip Irrigation** |
| Slope %                                                 | 45    | EPR                                                 | 60                          |
| # Bedrooms                                              | 3     | Slope %                                             | 44                          |
| Gallons/Day                                             | 450   | Gallons/Day                                         | 225                         |
| Width of Trench (ft.)                                   | 3     | Width of Trench (ft.)                               | N/A                         |
| Total Square Ft. of Trench Bottom Required per bedroom  | 452   | Loading Rate (gals./ft.2)                           | 0.74                        |
| Total Square Ft. of Trench Bottom per bedroom in Design | 400*  | Absorption Rate Increase (%)                        | 67                          |
| Total Square Ft. of Trench Bottom Required              | 1356  | Total Square Ft. Required                           | 1524                        |
| Total Square Ft. of Trench Bottom in Design             | 1200* | Total Square Ft. in Design                          | 3375                        |
| Absorption Area Reduction (%)                           | 12    | # Lines of Reserve                                  | **                          |
| # Lines Installed*                                      | 8     | Line Length (ft.)                                   | 75                          |
| Length of Line Installed (ft.)                          | 50    | Installed <24" from Rock or Other Impervious Strata | Yes                         |
| Installed <24" from Rock or Other Impervious Strata     | No    | Centers (ft.)                                       | **                          |
| Centers (ft.)                                           | 13    | Width Required (ft.)                                | 21                          |
| Width Required (ft.)                                    | 94    | Width in Design (ft.)                               | 45                          |
| Installation Depth (from the existing ground surface)   | 36    | Installation Depth (inches into natural soil)       | 6                           |
| Amount of Backfill Required (inches)                    | N/A   | Amount of Backfill Recommended (inches)             | 6                           |
|                                                         |       | Type of Well Recommended                            | N/A                         |
|                                                         |       | Amount of Casing & Grout (ft.)                      | Existing<br>N/A             |

**\*This drainfield is designed to use gravelless trenches and has been reduced by 25% or less as allowed by GMP #135.**

**\*\*The reserve drainfield will have to be designed by an engineer; see his design concerning items marked \*\*.**

**VIRGINIA DEPARTMENT OF HEALTH  
ENGINEERING DESCRIPTION SHEET  
of Proposed Construction**

**WATERWORKS NAME:** Camp Claytor  
**PERMIT NUMBER:** 104706  
**EFFECTIVE DATE:** August 11, 2006  
**EXPIRATION DATE:** August 11, 2011  
**SOURCE:** Well

**DESCRIPTION OF PROJECT**

The project will consist of the development of one Class IIB well, a 63,000 gallon atmospheric storage tank, and water distribution piping to serve the transient noncommunity waterworks.

The new well was drilled on April 5, 2005, by Rorrer Well Drilling, Inc., of Christiansburg, Virginia. The well was drilled to a depth of 500 feet and was cased with 6-5/8 inch steel casing and cement grouted to a depth of 294 feet. A 48-hour yield and drawdown test completed on April 19, 2005, indicated that the safe yield of the well is 61 gpm. The results of all 22 MPN samples collected on April 18 and 19, 2005, during the yield and drawdown test were less than the detection level of 1 colony/100 mL. Therefore, disinfection was not required.

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The well is to be equipped with a pitless adapter certified by the Pitless Adaptor Division of the Water Systems Council. The casing will extend 12 inches above a 6-inch thick by 6 feet square concrete pad poured around the well. The well is to be equipped with a screened casing vent and sanitary seal. An airline and pressure gauge are to be included to provide a means of monitoring the water level in the well.

Water will be pumped from the well via a 5 horsepower, submersible well pump designed for a capacity of 43 gpm at 296 feet TDH. The well pump will be located at a depth of 400 feet. The well will be controlled by a Murphy Switchgauge pressure gauge located at the storage tank and can be controlled by a manual Hand-Off-Auto switch.

The pump controls and well pump piping appurtenances will be installed in a well house to be constructed adjacent to the well. Well pump discharge piping appurtenances are to include a check valve, gate valves, one 2-inch meter, compound pressure gauges, a 2-inch blow-off, a raw water sample tap, and an entry point sample tap.

The well house will be located approximately 40 feet from the well. Water travels from the well into the pump house where the discharge piping appurtenances are located. The well house is to be equipped with heat, light, concrete floor with 4-inch diameter floor drain and a ventilation system.

Chlorination is not required but equipment for emergency chlorination (such as for line breaks and repairs and for use when opening the system each year) will be provided via a metering pump having a capacity of 3 gpd. A 50 gallon covered chlorine solution tank will be provided. A containment curb will be provided around the solution tank and the tank is to be vented to the outside. The metering pump, when used, will be designed to operate simultaneously with the operation of the well pump.

Water will then flow into the atmospheric storage tank located approximately 150 linear feet from the well house.

The atmospheric storage tank will have a nominal volume of 63,000 gallons. The entire tank volume is effective storage. The tank diameter is to be 26 feet with a tank height of 16 feet to the overflow. The overflow will be at the 2090 feet elevation and the floor of the tank at 2074 feet elevation. The combination inlet/outlet pipe is to be at the 2074 feet elevation.

Tank appurtenances are to include a 4-inch drain, a 10-inch overflow, a combination 6-inch inlet/outlet pipe, a square shoebox type hinged roof hatch with locking hasp, a screened dome type roof vent, an access manhole, a water level indicator, and an exterior ladder with safety cage and a climb prevention shield.

### **CAPACITY EVALUATION OF THE PROJECT**

#### **Previous Permitted Capacity:**

N/A – new system

#### **Source Capacity:**

---

Well Yield:  $61 \text{ gpm (over a 48 hour yield and drawdown test)} \times 1440 \text{ min/day}$   
 $= 87,840 \text{ gpd}$

#### **Well Pump Delivery Capacity:**

Flow Capacity:  $43 \text{ gpm} \times 1440 \text{ min/day}$   
 $= 61,920 \text{ gpd}$

#### **Storage Capacity\*:**

Total Effective Storage Volume: 63,000 gallons

\*Effective storage is not required for noncommunity waterworks.

Based on the above evaluation, the design capacity of the waterworks is limited by the well pump delivery capacity of 61,920 gallons per day.

ADH/jm



AUG 24 2006

# COMMONWEALTH of VIRGINIA

Department of Health  
Office of Drinking Water  
Abingdon Environmental Engineering Field Office

454 East Main Street  
Abingdon, VA 24210  
PHONE: (276) 676-5650  
FAX No. (276) 676-5659

August 22, 2006

## WATERWORKS CONSTRUCTION PERMIT

Permit No.: 104706  
Effective Date: August 22, 2006  
Expiration Date: August 22, 2011

County: Pulaski County  
Waterworks: Camp Claytor  
Project: Camp Claytor Water System

**Issued to:**

Boy Scouts of America  
2131 Valley View Boulevard, NW  
Roanoke, Virginia 24012

ATTN: Mr. Dan Johnson

Plans with specifications thereon for the construction of additions to the subject transient noncommunity waterworks have been reviewed by this Office. The plans include sheets 1 through 6 entitled "CAMP CLAYTOR, WELL #2, PULASKI COUNTY, VIRGINIA" and are dated July 20, 2006. The plans were prepared by L.M.W., P.C.

The project consists of one 43 gpm Class IIB well, a 63,000 gallon atmospheric storage tank, and approximately 2,700 linear feet of 6-inch diameter waterline to serve the BSA Camp Claytor in Pulaski County, Virginia.

The plans are technically adequate and are approved by this Office, in accordance with Commonwealth of Virginia *Waterworks Regulations*, §12 VAC 5-590-220. One copy of these plans has been stamped approved and is enclosed. Any local permits must be obtained before construction begins.

This Waterworks Construction Permit is issued in accordance with § 12 VAC 5-590-230 of the *Waterworks Regulations*. This is your authorization from the State Health Commissioner to construct additions to the subject waterworks in accordance with these approved plans and specifications. Any deviations from the approved documents affecting capacity, hydraulic conditions, operating units, the functioning of the treatment processes, or the water quality delivered, must be approved by this Office before any such changes are made. Revised plans and specifications shall be submitted to this office in time to permit review and approval before construction.

# WATERWORKS CONSTRUCTION PERMIT

Permit No.: 104706

Effective Date: August 22, 2006

Expiration Date: August 22, 2011

County: Pulaski County

Waterworks: Camp Claytor

Project: Camp Claytor Water System

Page 2

Upon completion of construction, the owner shall submit a statement signed by a registered professional engineer stating that the work was completed in accordance with the approved plans and specifications. Upon receipt of this statement, the satisfactory results of bacteriological analysis, and final inspection by an Office representative, the State Health Commissioner will issue a waterworks operation permit in accordance with the *Regulations*.

If we can be of additional assistance, please contact April Helbert, Assistant District Engineer.

Sincerely,



Richard M. Puckett, P.E.  
Engineering Field Director



J. Wesley Kleene, Ph.D., P.E.  
Director

~~Office of Drinking Water~~  
for the State Health Commissioner  
pursuant to VA. Code § 2.2-604

ADH/jm

Enclosure

cc: L.M.W., P.C., ATTN: Mr. Richard C. White, P.E.  
Pulaski County Health Department, ATTN: Dr. J. Henry Hershey  
Pulaski County Administrator  
Pulaski County Building Official  
VDH - ODW - Richmond

TAX ID or PARCEL NO. 75-1-21

Omniform

GRW 256 - UG - VA - CORP (Tax ID)

**Blue Ridge Mountain Council Inc. Boy** Eas No. \_\_\_\_\_ R/W Map No. **3781-525**  
**Scouts of America. 2131 Valley View** W.O. No. **W001546701** Job No. **07410038** Prop. No. **1**  
**Blvd. Roanoke VA 24012** Line **BSA Camp Claytor Project**

THIS AGREEMENT, made this 7th day of November, 20 07,  
by and between **BLUE RIDGE MOUNTAIN COUNCIL INC. BOY SCOUTS OF AMERICA**

a corporation organized and existing under the laws of the State of Virginia, herein called  
"Grantor", and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by  
Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants to  
Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line  
or lines, and communication lines, in, on, along, through, across or under the following described lands of the  
Grantor situated in Ingles District, County of Pulaski, State of Virginia.

Being a right of way and easement on the property of the Grantors identified as Pulaski County,  
Tax Parcel No. 75-1-21

This easement extends in a Northerly direction from  
Appalachian's existing Pole numbered 525-4 to  
and including new Underground Facilities numbered 525-599

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees  
and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the  
number of, and relocate at will, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers,  
pads, fixtures, and appurtenances (hereinafter called "Appalachian's Facilities"), in, on, along, through, across  
and under the above referred to premises; the right to disturb the surface of said premises and to excavate  
thereon, and to cut down, trim, clear, and/or otherwise control, and at Appalachian's option, remove from said  
premises, brush, undergrowth, trees, tree roots, shrubs, buildings or other obstructions which may endanger the  
safety of, or interfere with the use of, Appalachian's Facilities; and the right of ingress and egress to and over said  
above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of  
exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in  
connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said  
lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns,  
lessees and tenants.

THIS INSTRUMENT PREPARED BY APPALACHIAN POWER COMPANY, P O BOX 2021, ROANOKE, VIRGINIA, 24022

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.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

Blue Ridge Mountain Council Inc. Boy Scouts of America

By

[Signature]

President

Scout Executive

Attest:

Secretary

STATE OF Virginia )  
County of Rockwell ) To-wit:

The foregoing instrument was acknowledged before me this 19th day of

November, 2007, by Daniel R. Johnson

Scout Executive, of Blue Ridge Mountain Council  
Boy Scouts of America

, a

Corporation, on behalf of the Corporation.

[Signature]

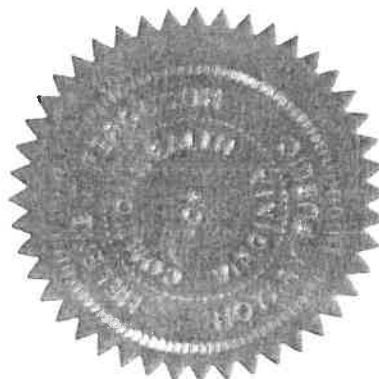
Notary Public / Commissioner

My Commission expires:

4-30-2008

Omniform

GRW 256 - UG - VA - CORP - Page 2 (Tax ID)



# Appalachian Power Company - VA

## Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

BLUE RIDGE COUNCIL BSA  
Service: OWENS RD  
PULASKI, VA

Contract #: DWMS00000070851

Work Request #: 21645807

Date: 11/7/2007

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: INSTALL PRIMARY UNDERGROUND SERVICE TO SERVE NEW BSA AQUATICS CENTER.

Additionally, the Customer has requested Premium Service as follows:

Appalachian Power Company - VA (hereinafter referred to as "Company") agrees to INSTALL UNDERGROUND PRIMARY CABLE AND EQUIPMENT.

Customer agrees to PROVIDE ALL REQUIRED DITCHING AND CONDUIT.

In accordance with the Company's terms and conditions as filed with the Virginia Corporation Commission the Customer agrees to pay Appalachian Power Company - VA as follows.

1. \$16,688.23 is the total up-front Contribution-In-Aid-Of-Construction.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 11/07/2007, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Construction to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid until 02/05/2008

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer

Company

By

By

Signature:

Signature:

Title:

Title:

Date:

Date:

Daniel R. Johnson  
[Signature]  
Scout Executive  
11/12/07

TOMMY AKERS  
[Signature]  
CUSTOMER DESIGN SUPV.  
11/16/07

PLEASE >> Please remit To:  
DETACH >> American Electric Power  
STUB >> Appalachian Power CIAC  
AND >> PO Box 11923  
RETURN >> Charleston, WV 25339-9928  
WITH >>  
PAYMENT >>  
Amount Remitted: \_\_\_\_\_

Contract No: DWMS00000070851

Date: 11/7/2007

## PRO FORMA

Customer No:  
Purchase Order: 21645807

| Description                                                                 | Quantity | UOM | Init Amt  | Net Amount |
|-----------------------------------------------------------------------------|----------|-----|-----------|------------|
| INSTALL PRIMARY UNDERGROUND<br>SERVICE TO SERVE NEW BSA AQUATICS<br>CENTER. | 1.0      | EA  | 16,688.23 | 16,688.23  |

Amount Due: 16,688.23

Climbing Tower height v.n

**Zoning Department**  
143 Third Street, NW, Suite 1  
Pulaski, Virginia 24301  
(540) 980-7710  
(540) 980-7717 Fax



**Pulaski County**  
**In Virginia's New River Valley**

June 17, 2004

Mr. Dan Johnson, Scout Executive  
Boy Scouts of America Blue Ridge Mountain Council  
2131 Valley View Blvd. NW  
Roanoke VA 24012

RE: Notice of BZA Action  
BZA Petition No. 2004-08-06

A request by **Boy Scouts of America Blue Ridge Mountain Council** for a variance to Article 2-8, Height Regulations, of the Pulaski County Zoning Ordinance, to allow a climbing tower on property identified as tax map no. 075-001-0000-021, zoned Agricultural (A1), (68.097 acres) located on the north side of Owens Road (Rt. 663) approximately 1.4 miles west of Spooky Hollow Ln., Ingles District.

Dear Mr. Johnson:

During their meeting on June 15, 2004, the Pulaski County Board of Zoning Appeals approved the variance request to allow a climbing tower with a height of 56' to be constructed as indicated on the Camp Claytor Master Plan, revised May 14, 2004. Please secure the appropriate permits from this office prior to construction of the tower.

Section 15.2-2314, Code of Virginia, 1950, as amended, provides that any person aggrieved by any decision of the Board of Zoning Appeals may appeal to the Circuit Court within 30 days. You may wish to seek legal counsel if it is your desire to appeal this decision and/or if the decision is appealed by others.

If I can be of further assistance in this matter, please don't hesitate to contact me at (540) 980-7710.

Sincerely,

Dari Jenkins  
Zoning Administrator

DJ/mpt

C: ☒ Greg Harmon, Reservation Program Director, 2131 Valley View Blvd, NW, Roanoke VA 24012  
Edith Hampton, Acting Building Official  
Peter M. Huber, County Administrator  
Ranny Akers, Board of Supervisor

Challenge Course  
Inspection Report

for

Camp Powhatan (BSBRM)  
Hiwassee, VA

on

May 4, 2022

**Vestals Gap Ventures, LLC**

34752 Charles Town Pike  
Purcellville, VA 20132  
VestalsGapVentures.com  
VestalsGapVentures@gmail.com  
540-668-6699

ITEMS INSPECTED

**Permanent elements:**

| <u>Element</u>             | <u>Pass/Fail</u> | <u>Comments</u>                                                                                                                                                  |
|----------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Powhatan</u></b>     |                  |                                                                                                                                                                  |
| Water Wheel                | Pass-w/Com       | Re-attach carpet before use                                                                                                                                      |
| Wild Woosey                | Pass-w/Com       | Remount 2 cable terminations before use                                                                                                                          |
| Mohawk Walk                | Pass             |                                                                                                                                                                  |
| Trust Fall                 | Pass-w/Com       | Apply deck sealer                                                                                                                                                |
| Swinging Log               | Pass-w/Com       | Remove algae and apply deck sealer; Reattach snubber cable before use                                                                                            |
| Artesian Beams             | Pass-w/Com       | Monitor decay on 2 posts; Replace 1 post within 12 mmonths                                                                                                       |
| The Beam                   | Pass-w/Com       | Extend 1 backup loop and replace backup loop staples asap                                                                                                        |
| TP Shuffle                 | Pass             |                                                                                                                                                                  |
| Donut                      | Pass-w/com       | Suggest using lighter tire; Remove adjacent dead tree                                                                                                            |
| Nitro Swing                | Fail             | Remount cable terminations before use                                                                                                                            |
| Spiders Web                | Pass-w/Com       | Re-tamp leaning post; Recommend using lightweight bungee                                                                                                         |
| Tension Traverse           | Fail             | Remount 2 cable terminations before use and extend 3 more                                                                                                        |
| Whale Watch                | Pass-w/Com       | Apply deck sealer                                                                                                                                                |
| Climb/Rappel Tower         | Pass-w/Com       | Replace one belay cable (lower level) before use- This cable is considered Failed until replaced; Monitor woodpecker damage; Monitor wear/rust on 2 belay cables |
| Just Right belay poles (4) | Pass             |                                                                                                                                                                  |
| Raider Bridge              | Pass             |                                                                                                                                                                  |
| Dangle-Duo Ladder          | Pass             |                                                                                                                                                                  |
| Catwalk                    | Pass-w/Com       | Do not attach belays to OH guy cable; Monitor condition of belay cable                                                                                           |
| Vinewalk                   | Pass             |                                                                                                                                                                  |
| Heebie Jeebie              | Pass             |                                                                                                                                                                  |
| Sky Step                   | Pass-w/Com       | Monitor surface rust on belay cable                                                                                                                              |
| Spacewalk                  | Pass-w/Com       | Clear limbs; Monitor surface rust on belay cable                                                                                                                 |
| Caving Ladder              | Pass             |                                                                                                                                                                  |
| Burma Bridge               | Pass             |                                                                                                                                                                  |
| Zipwire (Powhatan)         | Pass-w/Com       | (cable new in '09) Monitor woodpecker damage - Repair with structural epoxy if any hole dimension is greater than 6"                                             |
| Guy cable systems (8)      | Pass             |                                                                                                                                                                  |
| Flying Squirrel            | Fail             | <b>Replace belay cable; re-install pulley and p-cord before use</b>                                                                                              |
| <b><u>Ottari</u></b>       |                  |                                                                                                                                                                  |
| Zipwire                    | Pass-w/Com       | (cable new in '12) Clear all limbs within 10' of cable or rider; Remove adjacent dead tree                                                                       |
| Bouldering Wall            | Pass             |                                                                                                                                                                  |
| <b><u>Aquatic Base</u></b> |                  |                                                                                                                                                                  |
| Climbing Tower             | Pass-w/Com       | Sink all exposed nail heads; Some large gaps between boards- Do not let participants put fingers/hands in gaps; Remove all large splinters                       |

Pass-w/Com= Pass with comment

Inspection Report  
- Page 2 -

**Items in storage:**

| <u>Equipment</u>                    | <u>Pass/Fail</u> | <u>Comments</u>                                                             |
|-------------------------------------|------------------|-----------------------------------------------------------------------------|
| <b><u>(Powhatan)</u></b>            |                  |                                                                             |
| Shear Reduction Device, CMI (1)     | Pass             |                                                                             |
| Turnbuckle (11)                     | Pass             |                                                                             |
| Shear Reduction Block, PA (3)       | Pass-w/Com       | 2 are old but in very good condition                                        |
| Steel Screwlock Carabiner (43)      | Pass-w/Com       | Some need lubrication                                                       |
| Steel 3x Autolock Carabiner (3)     | Pass             |                                                                             |
| Alum Screwlock Carabiner (5)        | Pass-w/Com       | Do not use on cables                                                        |
| Rapidlink (17)                      | Pass             |                                                                             |
| Tube belay device (10)              | Pass             |                                                                             |
| Figure-8 descender, small steel (8) | Pass-w/Com       | Not recommended for rescue use                                              |
| Cable belay pulley, PA (5)          | Pass             | Installed on course                                                         |
| SS/Shear Red. Device, PA (4)        | Pass             | Installed on course                                                         |
| Zipline pulley, PA (1)              | Pass             | (w/36" lanyard & retrieval rope)                                            |
| Static Belay Rope, BWII (3)         | Pass-w/Com       | (new '17) Retire in 12 months based on age                                  |
| Static Belay Rope, BWII (1)         | Pass-w/Com       | (new '16) Retire based on age                                               |
| Static Rope, 20' (4)                | Pass-w/Com       | Age unknown- Retire if over 10 years old                                    |
| Helmet, Petzl Elios (40)            | Pass             | (new 30/'13, 1/'14, 9/'15)                                                  |
| Helmet, Petzl Elios (9)             | Pass             | (new 5/'13, 4/'14)                                                          |
| Helmet, Petzl Vertex (2)            | Pass             | (new '13)                                                                   |
| Sit Harness, MM (44)                | Pass             | (new 11/'13, 3/'15, 20/'17)                                                 |
| Sit Harness, BD (7)                 | Pass             | (new '12) Retire in 12 months based on age                                  |
| Chest Harness, BD (2)               | Pass             |                                                                             |
| Static lanyard rope, BW (3)         | Pass-w/Com       | Do not clip to fixed points; Recommend washing; Retire if over 10 years old |
| Rescue-8 descender (1)              | Pass             |                                                                             |
| EMS Scissors (1)                    | Pass             |                                                                             |
| Lobsterclaw, MM (3)                 | Pass             | (new '18)                                                                   |
| Etrier (4)                          | Pass             |                                                                             |
| Ascender, Petzl (3)                 | Pass-w/Com       | Do not use in belay systems                                                 |
| Daisy Chain (1)                     | Pass             | (new '10)                                                                   |
| Gri Gri (2)                         | Pass-w/Com       | Use caution when lowering                                                   |
| Prusik (1)                          | Not Found        |                                                                             |
| Caving Ladder (1)                   | Pass-w/Com       | Monitor surface rust                                                        |
| Spiders Web (1)                     | Pass-w/Com       | Installed on course                                                         |
| Nitro Rope (1)                      | Pass             |                                                                             |
| Ten. Trav. Handline (1)             | Pass             |                                                                             |
| Egress Ladder (2)                   | Pass             | (In tower)                                                                  |
| Dangle-Duo Rungs (set)              | Pass             | (In tower)                                                                  |
| Artesian Beams (set)                | Pass             |                                                                             |
| <b><u>(Ottari)</u></b>              |                  |                                                                             |
| Steel Screwlock Carabiner (40)      | Pass             |                                                                             |
| Helmet, Pet Boreo (2)               | Pass             | (new 1/'17, 1/'18)                                                          |
| Helmet, Petzl Elios (9)             | Pass             | (new 5/'13, 4/'14)                                                          |
| Sit Harness, MM (20)                | Pass             | (new 4/'12, 7/'13, 2/'17, 7/'18) Retire '12s in 12 months based on age      |
| Spreader Bar & Seat (1)             | Not found        | Seat missing (Adventure Experiences adaptive system)                        |
| Etrier (1)                          | Not found        |                                                                             |
| Zipline pulley, PA (18)             | Pass             |                                                                             |
| Zipline pulley, CMI (3)             | Pass             |                                                                             |
| Zipline lanyard (11)                | Pass             | (36")                                                                       |
| Static Belay Rope (1)               | Pass             | (new '12) Retire in 12 months based on age                                  |
| Rescue-8 descender (1)              | Pass             |                                                                             |
| Adj. Lobster Claw (1)               | Fail             | Do not clip to fixed points; Prussiks have been removed                     |
| Egress ladder (2)                   | Pass             |                                                                             |
| EMS Scissors (1)                    | Pass             |                                                                             |
| Gloves (2)                          | Pass             |                                                                             |

Inspection Report  
- Page 3 -

| <u>Equipment</u>              | <u>Pass/Fail</u> | <u>Comments</u>                                          |
|-------------------------------|------------------|----------------------------------------------------------|
| <b>(Aquatic Base)</b>         |                  |                                                          |
| Helmet, Petzl Elios (6)       | Not Found        | (new '15)                                                |
| Sit Harness, MM (11)          | Pass             | (new 7/'12, 4/'14) Retire '12s in 12 months based on age |
| Sit Harness, BD (2)           | Pass             | (new '12, '14) Retire '12 in 12 months                   |
| Dynamic belay rope (23)       | Pass             | (new '17) Retire in 12 months based on age               |
| Steel Screwlock Carabiner (8) | Pass             |                                                          |
| Alum Screwlock Carabiner (3)  | Pass-w/Com       | Do not use on cables                                     |
| GriGri2 (1)                   | Pass-w/Com       | Use caution when lowering                                |
| Tube Belay Device (3)         | Pass             |                                                          |
| Figure-8 descender (2)        | Pass-w/Com       | Not for use in rescues                                   |
| SRD, CMI (4)                  | Pass             | (installed on wall)                                      |
| Rapid Link (3)                | Pass             |                                                          |
| Rescue-8 descender (1)        | Pass             |                                                          |

GENERAL COMMENTS:

The original Powhatan course was built by camp staff in the early 1990's. No specific records of the original course development are available. INNER QUEST added the newer pole-supported high course and renovated most other high and low elements in 2002. A raider bridge was added in 2017. The Zipline at Ottari was built by IQ in 2003 and the bouldering wall was added by camp staff in 2010. The Climbing Tower at the Aquatic Base was a used unit originally built by Alpine Towers and moved/reinstalled at the camp in 2012. IQ inspected the courses from 2002 to 2017. VGV began inspecting the courses in 2018. Currently, the Powhatan course need several repairs as noted on page 1.

All belay ropes age and use is being logged. All helmets, harnesses and belay ropes must be marked or logged so that the age can be easily determined. Any static ropes over 5 years old and any dynamic ropes over 3-5 years old (depending on use) need to be retired. Any load-limiting lanyard should be retired at 5 years old. All helmets, harnesses and lanyards must be retired at a maximum age of 10 years. All gear must be retired immediately, regardless of age or use, if any excessive wear, damage or dysfunction is detected. We do not recommend removing belay pulleys and SRD's from bridges and Flying Squirrel. These should remain in place with pull cords year round.

At Powhatan no zipline lanyard was found and 1" tubular webbing was attached to the zipline pulley. 1" tubular webbing does not meet the standards for belay system use. This lanyard should not be hand-tied and must be made with a fixed length material that assures proper ground clearance.

At Powhatan, inside the climbing tower, all hand railing should be screwed or bolted rather than just nailed. Monitor woodpecker damage inside the tower and on the zip launch pole. Woodpeckers can cause structural damage if left unchecked.. Care should be taken to ensure gear is stored clean and dry to avoid mildew.

**As noted on page 1, several elements require repairs to be completed prior to being safe for use. All elements and/or gear noted for repairs or retirement within the next 12 months must be addressed or they will fail the next inspection.**

Please carefully read the note on the following page (below) which begins with "only backed-up belay cables should be used.....". This note is in response to information from the Association for Challenge Course Technology regarding the use of staples as personal protection points for trained staff. Staples are never used as protection (clip-in) points for students, campers or participants. As of January 2006, we recommend that staff discontinue the use of staples for personal protection points. Horizontal course access should be accomplished using only backed-up belay cables. Vertical access can be accomplished using properly designed dynamic ground belay systems, LEAP Anchors, Cable Grab systems or Rope Grab systems.

The Climbing Tower at the Aquatics Base needs some maintenance as indicated.

Inspection Report  
- Page 4 -

Staff using the high elements on this course must be properly trained in equipment use and techniques for working safely at height. They must be on belay at all times when at height and must insure that the harness and lanyard systems employed properly limit any potential fall to a distance of 2' or less.

**NOTE: We have taken care to anticipate and list all anticipated repair needs for this course. We can also provide detailed estimates if requested. If you want these repairs done, you must notify us in advance and authorize the work. It is extremely difficult to do extensive repairs between March and June in the pre-camp season due to the volume of inspections we already have scheduled. PLEASE plan ahead and schedule repairs in the fall so we can fit them into our fall/winter/spring schedule. ALL of the items marked for repair within the next year will fail if not repaired this fall and will not be able to be repaired during the inspection unless scheduled well in advance.**

Previous Inspection- Timothy Slape, VGV, 4/15/21

*General inspection course notes are included on the attached page.*

Prepared by:

Timothy Slape, Course Inspector  
Randolph S. Smith, Inspection Supervisor

**LIMITATION OF FINDINGS:**

This report is limited to the physical condition of the course components at the time of the inspection. Under no circumstances is Vestals Gap Ventures responsible for observing or reporting to you circumstances or conditions (for example, apparent deficiencies in staff performance or training) that are NOT within the scope of this inspection.

The written report referred to above reflects conditions found as of the date of inspection, and VGV makes no finding or representation regarding the subjects of the inspection after that date. For clarity: VGV has no responsibility for, and makes no representation regarding, the future condition or performance of the items inspected, and does not warrant that losses will not arise from their use.



Inspection Report  
- Page 5 -

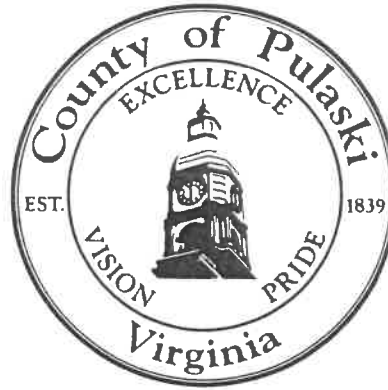
Course Inspection Notes:

- This report reflects the condition of the course on the date of the inspection. Unless otherwise noted as "Failed" or "Passed with Comment", all elements are considered to be in a usable condition. Failed elements must be repaired prior to any use and Passed with Comment elements must have the noted issue addressed in an appropriate manner. All elements must be formally inspected by the course supervisor at least quarterly and checked by the instructors before each and every use. All instructors should be properly trained in the setup and use of the course. Vestals Gap Ventures is in no way responsible for any damage resulting from abuse or misuse which occurs after this inspection. Vestals Gap Ventures accepts no responsibility for repairs or modifications done after this inspection unless formally re-inspected and documented by a Vestals Gap Ventures employee.
- A Challenge Course should be professionally inspected at least yearly.
- Any damage or deterioration noted during the instructor check immediately prior to element use must be corrected before actual use of the element.
- The ground under each element must be cleared prior to each use.
- All potential deadfall above elements and trails must be removed.
- Interim inspections should be documented by a qualified internal staff person at least quarterly. All course maintenance should also be documented for future reference.
- A log system needs to be maintained to record when all safety gear is placed into service and subsequently retired. Belay ropes used on dynamic leap elements must be dedicated to a specific element and use logged by individual participant. All zipwire use should also be logged by the total number of participants.
- All nylon slings and ropes should be replaced approximately every three to five years. Any nylon that is exposed to dirt should be washed with a nylon-safe detergent (Ph balanced, no soap, no chlorine), using an abundant amount of liquid fabric softener in the rinse and air dried out of direct sunlight.
- No 1" tubular webbing should never be used in any belay systems. All belay systems components must have a minimum strength of 5000 pounds.
- Only backed-up belay cables should be used as participant/instructor belay points. DO NOT clip into any non-backed-up element cables or any other non-backed-up hardware such as eyebolts or staples. The safest vertical course access for instructors is via dynamic belay as is used for participants. When attaching a self-belay, keep the lanyard as short as possible and clip only to overhead points. A shock absorber lanyard/lobster claw system and specific training is required for instructors when clipping to fixed (rigid) anchors. Vestals Gap Ventures strongly recommends the installation of alternative self-belay systems if instructors cannot access all necessary areas of the course within the guidelines above.
- Wood chips, mulch or another acceptable low-impact surface must be maintained under all elements. The purpose is three fold. First, to provide a low impact surface for participants should a fall occur; Second, to minimize ground compaction, erosion and root damage to support trees, if any; and Third, to help provide moisture and nutrients to support trees, if any. Chipping/mulch needs to be 6-12" deep and needs to cover an area 6-8' in every direction from every part of every element as well as around the base of all support trees. In addition, it is better if possible, to mulch support trees out to the drip-line of each tree's canopy. This effort will require periodic maintenance.
- This inspection is not intended to guarantee the health or condition of your support trees. We recommend a professional arborist inspect your trees and recommend proper care.
- An inspection is no substitute for proper training or for a program review. All staff working on the course should have documented professional training. A periodic program review to look at operational procedures and staff performance is also recommended. All courses should have an operations manual with both standard and local operating procedures. All courses should have a designated course supervisor who is responsible to make certain that the course is operated according to established procedures. All course construction, operation and training should be done in accordance with the most current standards established by the Association for Challenge Course Technology.

Approval for A1 Zoning

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**Zoning Department**  
143 Third Street, NW, Suite 1  
Pulaski, Virginia 24301  
(540) 980-7710  
(540) 980-7717 Fax



**Pulaski County**  
**In Virginia's New River Valley**

September 27, 2002

Franklin Real Estate  
C/O Jay Divers  
P. O. Box 2021  
Roanoke VA 24022

Blue Ridge Mountain Council, Inc.  
C/O Bruce Tuten, Scout Executive  
P. O. Box 7600  
Roanoke VA 24012

RE: A rezoning request by **Franklin Real Estate Co.** from Residential (R1) to Conditional Agricultural (A1) for property identified as tax map no. 075-001-0000-0019, 21 (90.252 acres), located , Ingles District.

Dear Sirs;

During their meeting on September 23, 2002, the Pulaski County Board of Supervisors approved the above rezoning request with the attached list of proffers submitted voluntarily by you limiting the allowable uses in the Agricultural (A1) Zoning District.

According to Section 15.2-2284(F) of Virginia State Code, any person who feels aggrieved by a zoning decision made by the governing body and wishes to file an appeal with the circuit court has thirty days from the date of the decision in which to do so.

If you have any questions, please don't hesitate to call our office at 540-980-7710.

Sincerely,

*Dari Jenkins / DJ / mpt*

Dari Jenkins  
Zoning Administrator

Attachment

DJ/mpt

## ARTICLE 2: AGRICULTURAL DISTRICT (A-1)

### Statement of Intent

This district is designed to accommodate farming, forestry, and recreational and limited residential uses. While it is recognized that certain desirable rural areas may logically be expected to develop residentially, it is the intent, however, to discourage the random scattering of residential, commercial or industrial uses in this district.

### 2-1 Uses Permitted by Right <sup>1</sup>

Within the Agricultural District (A-1), the following uses are permitted by right:

- Accessory uses as they pertain to items covered in the Statement of Intent.
- Accessory buildings, above one hundred fifty (150) square feet in size, without a main principal dwelling.
- Boarding House
- Camping, Individual Tent or Camper
- Farming, including ponds of less than two (2) surface acres.
- Fire Departments
- Forestry Operations, including necessary temporary buildings and uses incidental thereto (not sawmills).
- Homes, Single-family Detached Dwellings, including mobile homes (See Definition, Art. 1, Dwelling, Replacement of)<sup>2</sup>
- Homes, Two-family Detached Dwellings
- Home, Tourist
- Home Occupations, Class A and Class B
- Kennels
- Mobile Homes/Manufactured Housing, stored or used as accessory building.
- Off-street Parking as required by this ordinance.
- Public and Semi-public uses such as:
  - Cemeteries, Church Adjunctive
  - Cemeteries, Family
  - Churches
  - Hospital (not specific care)
  - Libraries
  - Museums
  - Parks
  - Playgrounds
  - Post Offices
  - Public Schools (not schools of special instruction)
  - Trails, including hiking, riding, and bicycling.

<sup>1</sup> Section 2-1 Revised 03/23/92 & 11/28/94

- Public Utilities generating booster or relay stations, transformer substations, transmission lines and towers, pipes, meters, and other facilities for the provision and maintenance of public utilities, railroads and facilities; water and sewerage installations, and CATV.
- Rescue Squad Facilities
- Sawmills, Temporary

## 2-2 Uses Permitted by Conditional Use Permit (CUP) Only

Within the Agricultural District (A1), the following uses are permitted by Conditional Use Permit only:

- ~~Airstrip, Private~~
- ~~Automobile Graveyards~~
- ~~Borrow Pit~~
- Camp, Day
- Camp, Summer
- Campgrounds
- ~~Cemeteries~~
- ~~Commercial Sale of Agricultural Equipment~~
- Country Clubs
- Fraternal Lodges and Community Buildings
- Homes, Multi-family Dwellings
- ~~Hunt Clubs~~
- ~~Labor Camp Facilities~~
- ~~Mining Operations~~
- ~~Mobile Home Parks~~
- Motel
- ~~Natural Resource Extractions~~
- Outdoor Firing Range
- Parks in Excess of ten(10) Acres
- ~~Quarrying, Borrow Pits~~
- Restaurants
- ~~Sawmills, Permanent~~

## 2-3 Uses Permitted by Special Use Permit (SUP) Only <sup>3</sup>

Within the Agricultural District (A-1), the following uses are permitted by Special Use Permit only:

- Antique, Craft, or Gift Shops
- Bed & Breakfast <sup>4</sup>
- Cabinet Shop <sup>5</sup>
- Commercial Radio Broadcast Towers
- ~~Dairy Plant~~
- ~~Flea Markets~~

<sup>3</sup> Section 2-3 revised 12/16/91, 06/28/93, 05/24/1999, 06/28/1999, 03/26/2001 Use deleted: Second Single-Family Dwelling.

<sup>4</sup> Use added 03/27/2000

- Garage, Public
- Manufactured Home, Second <sup>6</sup>
- ~~Ponds (greater than two (2) acres)~~
- Private Tanks or Pump Stations (above ground), except Pulaski County public water and sewer utility units shall require only a site plan review.<sup>7</sup> Exempt from these requirements are:
  - a. tanks eight (8) feet in height or less intended to serve single-family residences for water and/or heating fuel, and
  - b. tanks eight (8) feet in height or less and 1,000 gallons or less for agricultural uses.
  - c. Any tank used for agricultural purposes when such tank is located at least 1,000 feet from adjoining property.<sup>8</sup>
- Retail Store, Neighborhood
- State Water Control Board Permitted Sewage Facilities
- Waste Water and Water Treatment Plan Residue Disposal through Land Application

#### 2-4 Area Regulations <sup>9</sup>

For lots in the Agricultural District (A-1), the minimum lot area shall be thirty thousand (30,000) square feet per lot and based on utilities available. Second and additional residences per lot must be approved for separate utility services. If two or more residences utilize a shared well or septic system, a Va. Dept. of Health permit shall be required for the actual connection used.

#### 2-5 Setback Requirements <sup>10</sup>

No building or accessory structure shall be located closer to the lot line than the following distances:

- 2-5.1 Front Lot Line: Thirty-five (35) feet to the enclosed habitable area of the dwelling or structure; twenty-five (25) feet to porches and similar construction, which are not enclosed.
- 2-5.2 Side Lot Line: Ten (10) feet.
- 2-5.3 Rear Lot Line: Twenty-five (25) feet for main buildings; 10 feet for accessory buildings.
- Exception: For lots where the rear lot line also joins Claytor Lake, the ten (10) feet setback requirement for accessory buildings may be waived by the Zoning Administrator.

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#### 2-6 Frontage Regulations

A minimum width of one hundred twenty-five (125) feet is require at a point located thirty-five (35) feet from the front property line with a minimum street frontage of fifty (50) feet.

<sup>6</sup> Use added 04/23/2001

<sup>7</sup> Use added 6/1/98

<sup>8</sup> Exemption added 05/24/1999

<sup>9</sup> Section 2-4 revised 01/28/91 & 05/24/1999

<sup>10</sup> Section 2-5 revised 08/26/91 & 09/27/93

## 2-7 Yard Regulations

2-7.1 Side – The minimum side yard shall be ten (10) feet and the total width of the two required side yards shall be twenty-five (25) feet or more.

2-7.2 Rear – Each main building shall have a rear yard of twenty-five (25) feet or more.

## 2-8 Height Regulations

Buildings may be erected up to thirty-five (35) feet in height from grade except that:

2-8.1 The height limit for dwellings may be increased up to ten (10) feet and up to three (3) stories provided there are two (2) side yards, each of which is ten (10) feet or more, plus one (1) foot or more of side yard for each additional one (1) foot of building height over thirty-five (35) feet.

2-8.2 Church spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennae, and radio aerials are exempt. Parapet walls may be up to four (4) feet above the height of the building on which the walls rest.

2-8.3 No accessory building, which is within ten (10) feet of any party lot line, shall be more than one (1) story high. All accessory buildings shall be less than the main building in height. Barns, silos, or other structures used only for farming shall meet minimum setback requirement plus one foot additional setback for each one foot in additional height greater than the required setback are exempted from the requirement of being less than the main building in height.<sup>12</sup>

SAMPLE PURCHASE CONTRACT

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 25th, 2022, between Blue Ridge Mountains Council, by and through George D. Clay, II; Scout Executive 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 Patrick, Virginia, and described as:

**2. Legal Description –**

- 1. 63.37 Acres +/- and improvements; Tax ID # 075-001-0000-0021**  
**Deed Book 2016 Page 0007**  
**4100 Adventure Base Road, Radford VA 24141**
- 2. 4.73 Acres +/- and improvements; Tax ID # 075-001-0000-0019**  
**Deed Book 2016 Page 0007**  
**6380 Owens Road, Radford VA 24141**

**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 \$100,000 (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 October 25th, 2022 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## SAMPLE PURCHASE CONTRACT

### 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.

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 Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because it is commercial property and disclosure is not required.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## SAMPLE PURCHASE CONTRACT

(c) **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 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.

(d) **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.

(e) **Notice of Principal Residence.** Purchaser does \_\_\_\_ or does not x intend to occupy the Property as Purchaser's principal residence.

(f) **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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## SAMPLE PURCHASE CONTRACT

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.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home on property was built in 2013 and lead base paint disclosure is not required.

(h) **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.

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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## SAMPLE PURCHASE CONTRACT

(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 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. Right of First Refusal for Franklin Real Estate Company and Deed Restriction which restricts property to Scouting Purposes only removed prior to closing.

(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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## SAMPLE PURCHASE CONTRACT

(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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## SAMPLE PURCHASE CONTRACT

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

\_\_\_\_\_  
Blue Ridge Mountain Council (Seller)  
by and through George D. Clay, II; Scout Executive

08/25/2022

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

08/25/2022

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

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Phone #

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Email

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(Purchaser signature)

08/25/2022

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



Tax ID R008172 0

Printed 3/18/2022

02

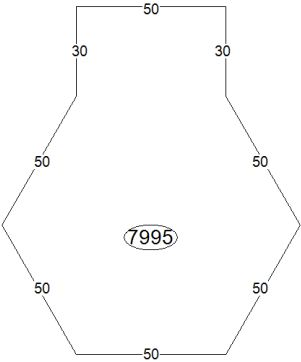
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04

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06

07



Special Features

Description

Summary of Improvements

| ID                      | USE      | Story Height | Const Type | Grade | Year Cons | Eff Year | Cond | Size or Area |
|-------------------------|----------|--------------|------------|-------|-----------|----------|------|--------------|
| 01                      | CENTER   | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 2500         |
| 02                      | BT SLIPS | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 0            |
| 03                      | BOATHSE  | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 2145         |
| 04                      | FR BLDG  | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 400          |
| 05                      | CABINS   | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 5120         |
| 06                      | DOCK     | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 0            |
| 07                      | SHOWER   | 0.00         | 1          | C*    | 2014      | 2014     | AV   | 1550         |
| Total Improvement Value |          |              |            |       |           |          |      | 1558300      |

**075-001-0000-0019**

**BLUE RIDGE MOUNTAINS COUNCIL INC**

**6380 OWENS RD**

78

BLUE RIDGE MOUNTAINS COUNCIL INC  
BOY SCOUTS OF AMERICA  
X  
VA 24019  
N SIDE RT 663  
DEED BK - 2004, DEED PG - 2727

Neighborhood Number  
10007

Neighborhood Name  
County South  
Commercial

## TAXING DISTRICT INFORMATION

|                      |                              |
|----------------------|------------------------------|
| Jurisdiction Name    | Pulaski County               |
| Area                 | 001                          |
| District             | 03                           |
| Parent Parcel Number |                              |
| Dept. of Tax Code    | 78 Tax Exempt Non-Govt-Other |
| Property Address     | 6380 OWENS RD                |

### Site Description

Topography:

Public Utilities:  
Water  
Street or Road:

Neighborhood:

Legal Acres:  
4.7300

Tax ID R001180 0

Printed 3/18/2022

**Card No. 1 of 1**

## Transfer of Ownership

| Owner                   | Consideration | Transfer Date | Deed Book/Page | Deed Type |
|-------------------------|---------------|---------------|----------------|-----------|
| BOY SCOUTS OF AMERICA   | 0             | 01/04/2016    | D 2016 D 0007  | CO        |
| FRANKLIN REAL ESTATE CO | 0             | 05/12/2004    | D 2004 D 2727  |           |
| OWENS BEULAH B          | 9000          | 04/12/1990    | D 0475 D 0069  |           |

### Valuation Record

| Assessment Year   |   | 01/01/2014 | 01/01/2015   | 01/01/2015   | 01/01/2017  | 01/01/2021 |  |  |  |
|-------------------|---|------------|--------------|--------------|-------------|------------|--|--|--|
| Reason for Change |   |            | 2015 Reasses | 2015 Reasses | REQ POSTING | 2021 Reval |  |  |  |
| 0                 | L | 37800      | 0            | 43700        | 43700       | 43700      |  |  |  |
|                   | I | 0          | 0            | 206000       | 206000      | 199900     |  |  |  |
|                   | T | 37800      | 0            | 249700       | 249700      | 243600     |  |  |  |
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### Land/Use Information

| Land Type | Rating,<br>Soil ID<br>- or -<br>Actual<br>Frontage | Acreage<br>- or -<br>Effective<br>Frontage | Square Feet<br>- or -<br>Effective<br>Depth | Influence Factor        |
|-----------|----------------------------------------------------|--------------------------------------------|---------------------------------------------|-------------------------|
|           |                                                    |                                            |                                             | Total Land Value: 43700 |

075-001-0000-0019

BLUE RIDGE MOUNTAINS COUNCIL INC

6380 OWENS RD

Tax ID R001180 0

Printed 3/18/2022

Style: 51 Newer 1+ Story

Occupancy: Single family

Story Height: 1.5

Finished Area: 2352

Attic: None

Basement: Full

ACCOMMODATION

Finished Rooms: 3

Bedrooms: 3

HEATING AND AIR CONDITIONING

Primary Heat: Heat pump

Air Cond

PLUMBING

FLOORING

EXTERIOR COVER

INTERIOR FINISH

Lower /Bsmt 1

Full Upper 0

Part Upper 784

3 Fixt. Baths 2

Kit Sink 1

Water Heat 1

TOTAL 8

REMODELING AND MODERIZATION

Material: Metal

Type: Gable

Framing: Std for class

Pitch: Medium 5/12-8/12

Slab B

Sub and joists 1.0, 1.5

Carpet 1.0, 1.5

Hardwood-std oak 1.0, 1.5

Masonry B

Wood siding 1.0, 1.5

Drywall 1.0, 1.5

18

10

Wd Dk

10

56

28

28

56

20

6

180

1568

120

1-1/2 s Fr

B-wo

OFF

Special Features

Description

Summary of Improvements

| ID                      | USE   | Story Height | Const Type | Grade | Year Cons | Eff Year | Cond | Size or Area |
|-------------------------|-------|--------------|------------|-------|-----------|----------|------|--------------|
| D                       | DWELL | 0.00         |            | C+5   | 2013      | 2013     | AV   | 4704         |
| Total Improvement Value |       |              |            |       |           |          |      | 199900       |

www.webgis.net/LinkedFiles/va/pulaski/pc/cards/PC21948.htm

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