



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 – William and Margaret Woods

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, December 18th, 2025 at 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 Co. located at 102 S. Locust St., 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 Acre; Parcel #075-001-0000-0045; Tax ID # R023658; DB 2023 PG 0674

Address:

TBD Byrd Lodge Rd., Radford VA 24141

Online Bidding Open NOW

- **Online Bidding Closes on Thursday, December 18th, 2025 at 4 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 **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. 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) **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. 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 \$5,000 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, February 2nd, 2026**. 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 2 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) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not 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 off 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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson 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

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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

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



Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour

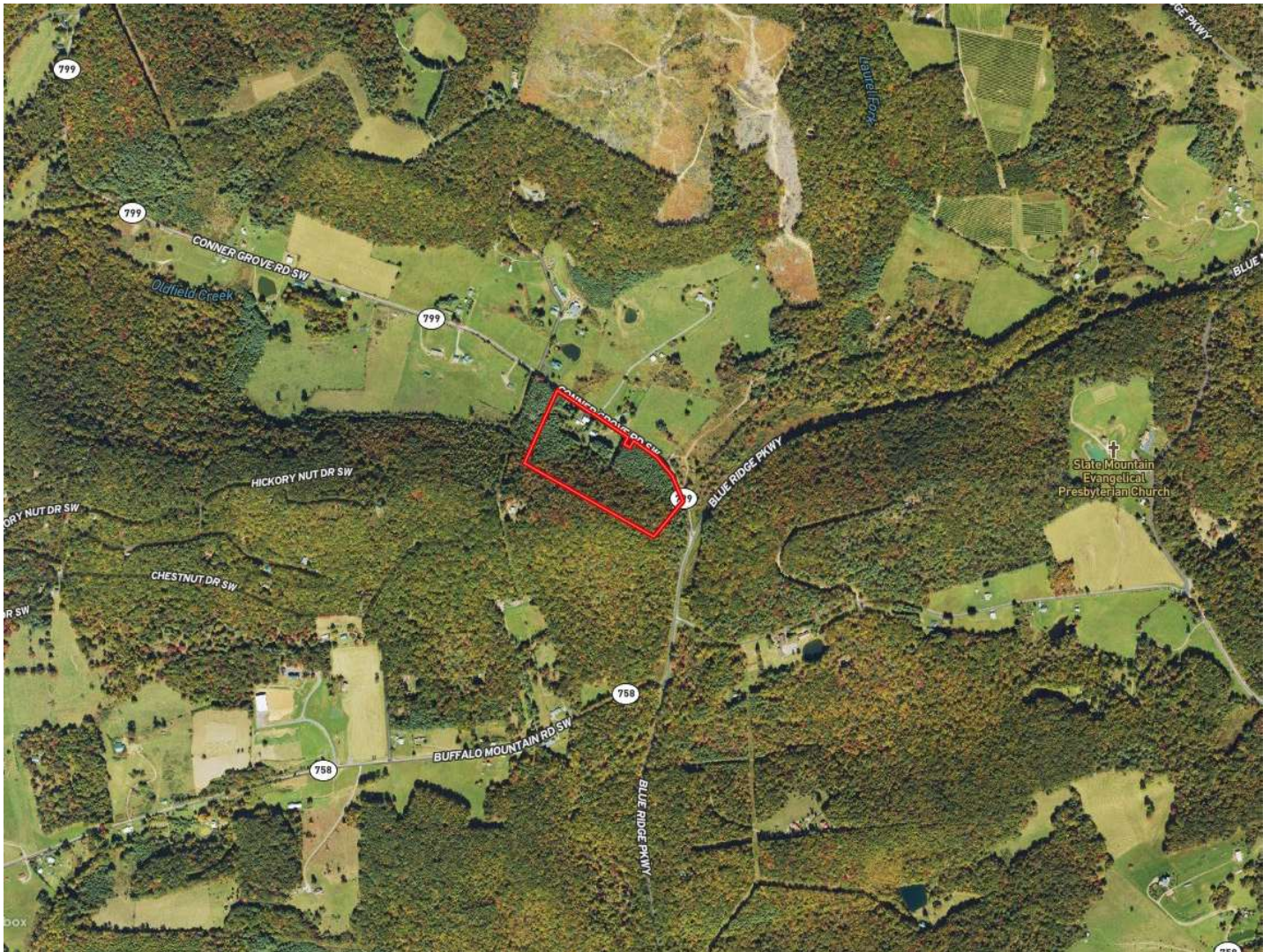


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

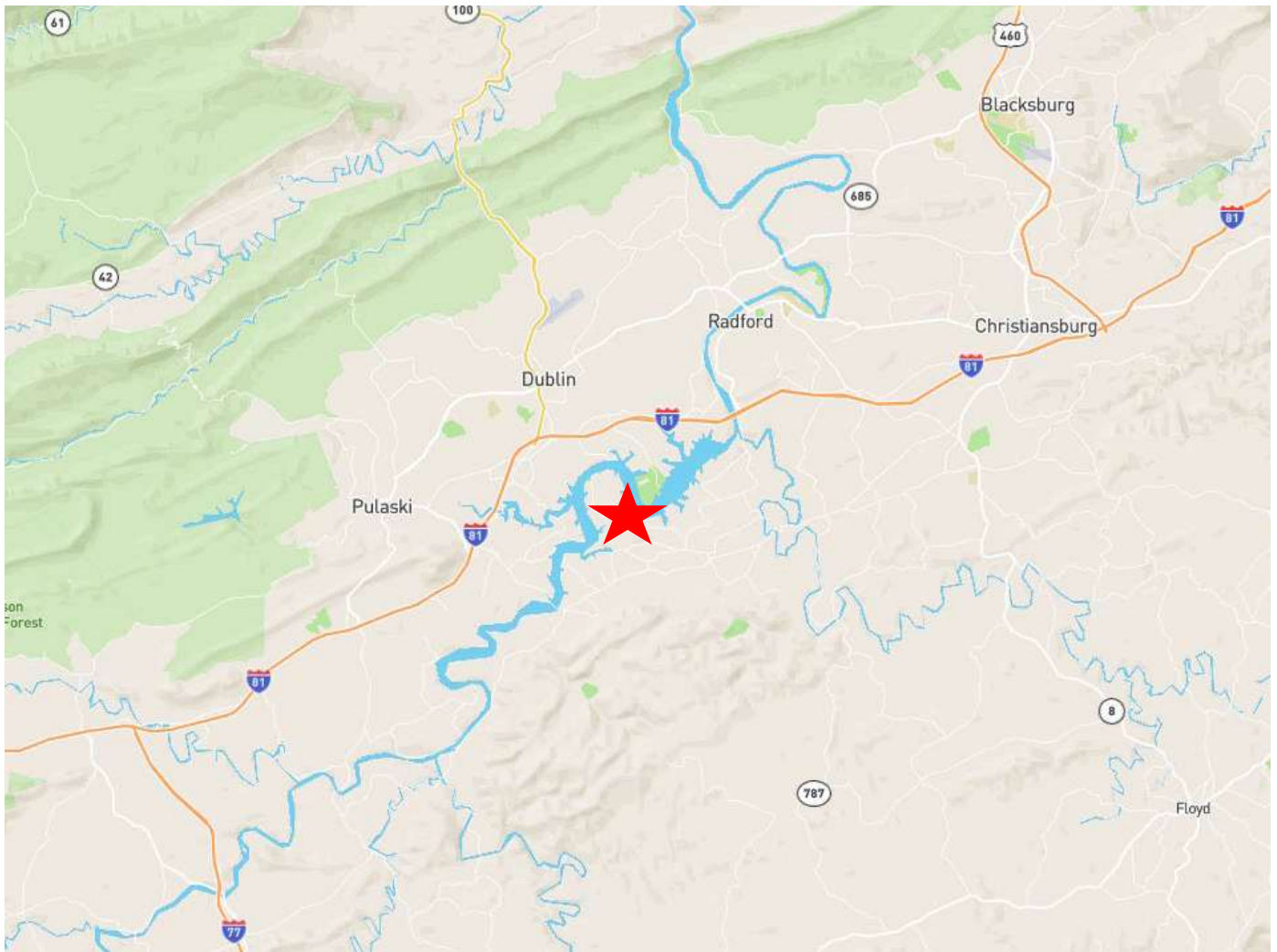
TBD Byrd Lodge Rd.,
Radford VA 24141





Location

TBD Byrd Lodge Rd.,
Radford VA 24141



075-001-0000-0045

WOODS WILLIAM & MARGARET

Tax ID R023658 0

Printed 10/9/2025

Card No. 1 of 1

WOODS WILLIAM & MARGARET
610 DUGSPUR RD
DUGSPUR VA 24325
TRACT 2 CLAYTOR LAKE

Neighborhood Number
100
Neighborhood Name
Lake North
TAXING DISTRICT INFORMATION
Jurisdiction Name Pulaski County
Area 001
District 03
Parent Parcel Number
Dept. of Tax Code 2 SF Residential Suburban
Property Address

Site Description
Topography:
Rolling
Neighborhood:
Static
Zoning:
LR: Low Density Residential, LR
Legal Acres:
1.0000

Transfer of Ownership			
Owner	Consideration	Transfer Date	Deed Book/Page
MCNEIL NINA G ETAL	89950	03/14/2023	D 2023 D 0674
			Deed Type
			BS

Valuation Record								
Assessment Year		01/01/2014	01/01/2015	01/01/2015	01/01/2017	01/01/2021		
Reason for Change			2015 Reasses	Reg Appeal	REQ POSTING	2021 Reval		
0	L	60000	80000	60000	60000	70000		
	I	0	0	0	0	0		
	T	60000	80000	60000	60000	70000		
							Taxable Value:	70000

Land/Use Information				
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
				Total Land Value: 70000

DEED

Consideration: \$89,950.00
Assessment: \$70,000.00
Title Insurer: Old Republic National Title Insurance Company
Grantees' Address: 610 Dugspur Road, Dugspur VA 24325
Prepared by: Diane L. Bibb, Attorney at Law, #39731

THIS DEED made this 10th day of March 2023, by **HOWARD H. NEPSTAD, JR.** and **NINA G. NEPSTAD**, tenants in common, Grantors; and **WILLIAM WOODS** and **MARGARET WOODS**, husband and wife, Grantees:

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors, do hereby grant and convey, with General Warranty and English Covenants of Title, unto the Grantees, as husband and wife, tenants by the entirety with the right of survivorship as at Common law, all that certain tract or parcel of real property located, lying and being in the Ingles Magisterial District in the County of Pulaski County, Virginia, and being more particularly bounded and described as follows, to-wit:

BEING all that certain **one (1) acre** parcel, described as **Tract #2**, on a plat entitled, "Standard Subdivision for Nina G. McNeil Howard H. Nepstad, Jr., 2.040 Acres Total Located on Byrd Lodge Road Ingles Magisterial District Pulaski County Virginia", dated August 12, 2013 as Job Number 8713, prepared by D. Jeffrey Scott, PLS, and recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia in Plat Book 142, Page 1.

TOGETHER WITH and SUBJECT TO the right to use in common with others as a means of ingress and egress to and from the above described parcel of land, the 20' ingress/egress easement as shown on the above referenced plat of survey.

Tax Map Number: 075-001-0000-0045

Account Number: 23658

Property Address: TBD Byrd Lodge Road, Radford, VA 24141

AND BEING a portion of the same property conveyed to Howard H. Nepstad, Jr. and

Nina G. Nepstad, tenants in common, by Deed of Gift dated May 15, 2017, from Howard H. Nepstad, Jr. and Nina G. Nepstad, husband and wife, of record in the aforesaid Clerk's Office as Instrument Number 170001554.

This conveyance is made subject to all easements, conditions, and restrictions of record insofar as they may lawfully affect the property conveyed herein.

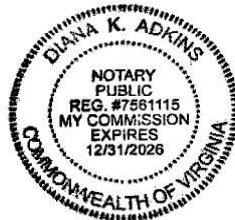
WITNESS the following signatures and seals:

Howard H. Nepstad, Jr. (SEAL)
HOWARD H. NEPSTAD, JR.

Nina G. Nepstad (SEAL)
NINA G. NEPSTAD

COMMONWEALTH OF VIRGINIA
COUNTY OF PULASKI, to-wit:

The foregoing instrument was acknowledged before me this 10th day of March 2023 by Howard H. Nepstad, Jr. and Nina G. Nepstad.



Diana K. Adkins
Notary Public
Notary Registry Number: 7561115
My Commission Expires: 12/31/2026

No title examination was performed by this office in the preparation of this Deed.

AEP Occupancy and Use Permit

OCCUPANCY AND USE PERMIT Prepared by Appalachian Power Company

This Permit by and between **APPALACHIAN POWER COMPANY** ("Appalachian" as "APCO"), a Virginia corporation, whose address is 40 Franklin Road, S.W., Roanoke, Virginia 24022, hereinafter referred to as the **GRANTOR**; and Nina G. McNeil, Etal, C/O Howard Nepstad, Jr., hereinafter referred to as the **GRANTEE**, whose address is 410 Homerun Alley, Pearisburg, Virginia 24134.

WITNESSETH

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

WHEREAS, Grantee has received all necessary approvals from the responsible state and local authorities to install the following improvements (the "Permitted Facility") along the shoreline adjacent to their property located at Tract 2, Claytor Lake, Tax Map Parcel 075-001-0000-0045 according to the Pulaski County Real Estate Records (the "Site"), as submitted in an application to Grantor signed and dated July 8, 2022 with complete application submitted November 28, 2022 and cover letter from Appalachian signed and dated January 10, 2023:

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

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

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

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

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

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

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

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

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

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

DATED this 10 day of January, 2023.

GRANTOR:

APPALACHIAN POWER COMPANY

By: Elizabeth B. Parcell
~~Douglas J. Rosenberger~~ ELIZABETH B PARCELL
Plant Manager - Hydro
American Electric Power Service Corporation
Authorized Signer

STATE OF VIRGINIA)

) To-wit:

CITY OF ROANOKE)

The foregoing Permit was acknowledged before me this 10 day of January, 2023
by ~~Douglas J. Rosenberger~~, Plant Manager - Hydro, American Electric Power Service Corporation,
Authorized Signer for Appalachian Power Company, on behalf of the Company.

ELIZABETH B PARCELL

Lisa H. Hammock
Notary Public

My commission expires: 9/30/2025

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

GRANTEE:

Nina G McNeil Etal
NINA G MCNEIL ETAL

Howard H Nepstad Jr.
C/O HOWARD H NEPSTAD JR

STATE OF VIRGINIA)

) To-wit:

County of Giles)

This foregoing Permit was acknowledged before me this 9 day of February
2022, by NINA G MCNEIL ETAL and C/O HOWARD H NEPSTAD JR

GRANTEE.

PATTY L. REED
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7567785
My Commission Expires 03/31/2025

Patty Reed
Notary Public

My commission expires: 03/31/2025

Exhibit B

Low Density Use - Boat Dock / Pier Claytor Lake

TERMS AND CONDITIONS OF PERMIT FOR PERMITTED FACILITY

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

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

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

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

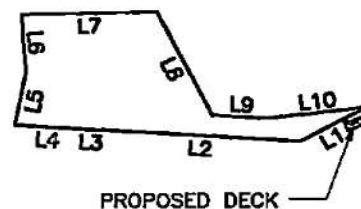
24. Where applicable, the terms of the **FLOWAGE RIGHT AND EASEMENT DEED CLAYTOR HYDROELECTRIC PROJECT** (the "Easement") that apply to the Permitted Facility are incorporated herein by reference. The terms and provisions of the Easement shall control wherever the same may be in conflict with this Permit.

ADDITIONAL TERMS AND CONDITIONS FOR EXISTING NONCONFORMING STRUCTURES

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

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	S81°01'00"W
L2	270.00	N86°23'00"W
L3	25.00	N86°23'00"W
L4	92.02	N86°23'00"W
L5	77.56	N11°19'56"E
L6	84.17	N03°42'49"W
L7	182.02	N89°13'00"E
L8	166.93	S26°33'54"E
L9	73.43	S86°23'00"E
L10	134.89	N83°25'14"E

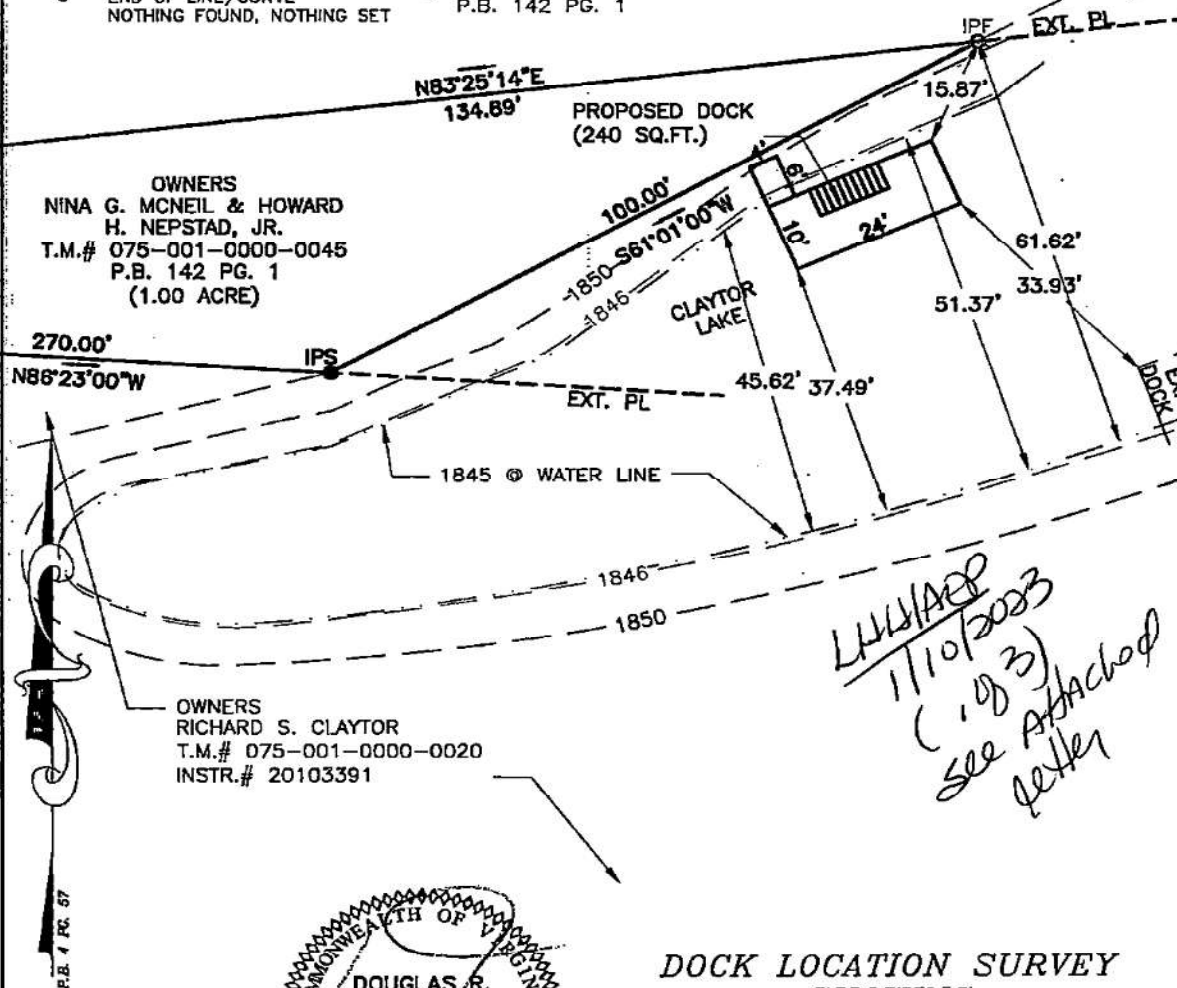


T.M.# 075-001-0000-0045 SITE
NO SCALE

——— SURVEYED PROPERTY LINE
 - - - - - DEED LINE
 —...— WATER LINE

- SET REBAR
- EXISTING IRON FOUND
- ⊙ END OF LINE/CURVE
- NOTHING FOUND. NOTHING SET

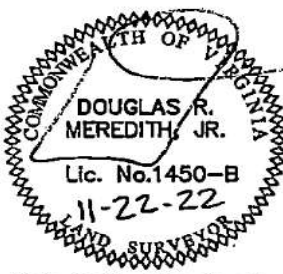
NINA G. MCNEIL & HOWARD
H. NEPSTAD, JR.
T.M.# 075-001-0000-0027
P.B. 142 PG. 1



GRAPHIC SCALE



(IN FEET)
1 inch = 20' ft.



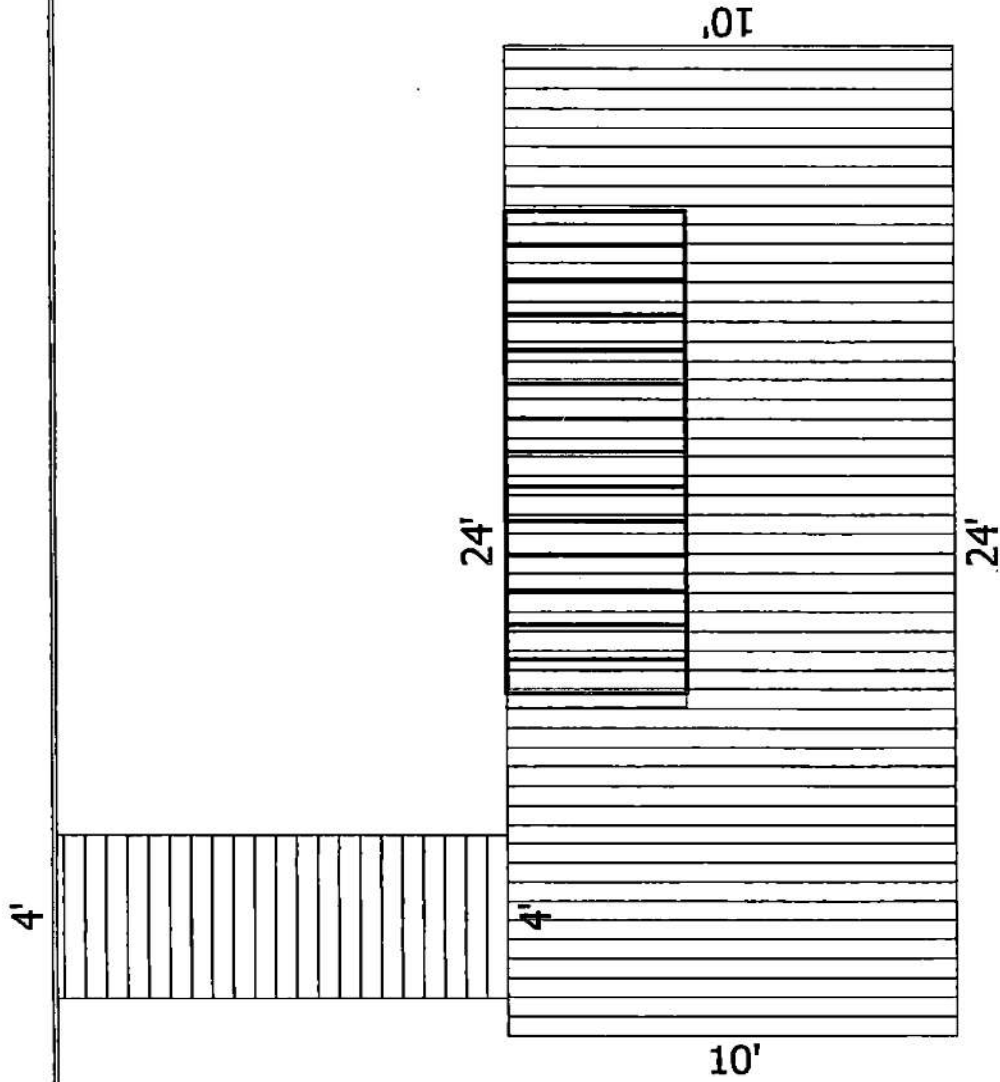
**MEREDITH
ENGINEERING-SURVEYING P.L.L.C.**

1647 Millwood Dr.
Salem, Virginia 24153

www.lmwpc.net
ph: 640.363.0484
dmsredith@lmeengineering@aol.com

DOCK LOCATION SURVEY
SHOWING
NINA G. MCNEIL & HOWARD
H. NEPSTAD, JR. PROPERTY
T.M.# 075-001-0000-0045
BEING THE PROPERTY
DESCRIBED IN
INSTR.# 20123412
SITUATED AT
BYRD LODGE RD.
PULASKY COUNTY, VIRGINIA
COMM. 0208 SURVEYED: 10/14/21

UWAAD
1/10/2023
(2 of 3)
see attached
setts



Project Info

Project Name: Buddy Nepstad
Client Name: Buddy Nepstad
Client Email: nina.mcneil21@gmail.com
Client Phone: 540-599-0242
Address: Byrd Lodge Rd Lot 2
Designer Name: Trevor Riggins

Wood Decks

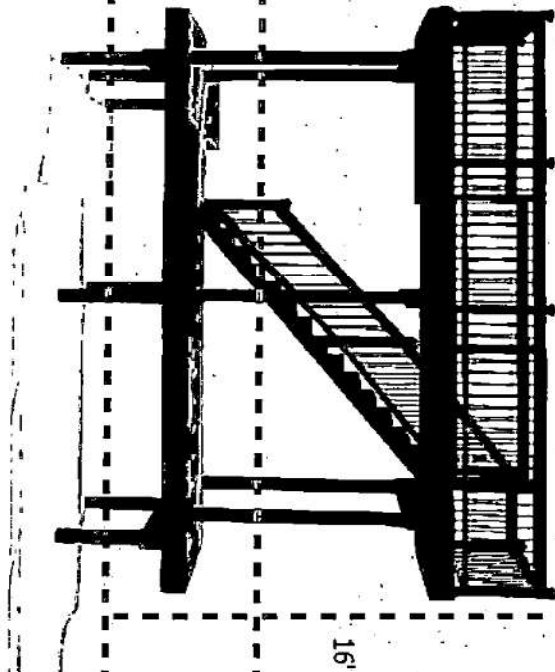
Area: 240 ft²



CHW/ACB
1/10/2023
(303)
See Attached
Letter

Project Info

Project Name: Buddy Nepstad
Client Name: Buddy Nepstad
Client Email: nina.mcnell21@gmail.com
Address: Byrd Lodge Rd Lot 2
City: _____
State/Province: _____
Zip/Postal Code: _____
Designer Name: Trevor Riggins



16'

1850

1846





An AEP Company

BOUNDLESS ENERGY™

Appalachian Power
996 Old Franklin Turnpike
Rocky Mount, VA 24151
appalachianpower.com

Nina G. McNeil, Etal
C/O Howard Nepstad, Jr.
410 Homerun Alley
Pearisburg, Virginia 24134

January 10, 2023

Dear Nina and Howard:

Thank you for your recent request to construct a low density single family residential use boat dock on Appalachian Power Company's land or flowage easement property adjacent to Tract 2, Claytor Lake along the shoreline of Claytor Lake in Pulaski County, Virginia. As the property is classified as Impact Minimization Zone according to the Shoreline Management Plan for the Claytor Project, dated June 13, 2017, as approved by the Federal Energy Regulatory Commission (FERC) Order Approving Updated Shoreline Management Plan issued November 13, 2017 because of littoral habitat, woody debris and narrow cove, Appalachian consulted with appropriate agencies on the proposed dock. A copy of your permit (0620-22-1019) is enclosed. This permit is being issued conditionally upon the following conditions:

- (1) Construction of a structure with at least a 15 foot setback as measured from the dock limitation or extended property line to the outermost portion of the dock.
- (2) Construction of a structure located completely within the 1846 foot contour elevation with the exception of a maximum 6 foot wide walkway providing access to the dock.
- (3) Construction of a structure not exceeding one-fourth (1/4) of cove as measured at the 1846 contours at their closest locations in relation to all areas of the dock.
- (4) No vegetation being removed from within the project boundary (1850 foot contour) without a permit from Appalachian Power.
- (5) The removal of a limited amount of aquatic vegetation at the dock site.

Please be reminded of the following requirements:

1. **Dredging and/or excavation may not be performed between March 1 and July 31 of each year in order to protect fish spawning, pistolgrip mussel spawning and glochidia release. Please see section 2.5.8 of the Shoreline Management Plan for dredging restrictions.**
2. Mail to Appalachian a copy of your Pulaski County Building Permit so that upon receipt of the County Building Permit the Appalachian permit is valid.
3. Install two-inch minimum diameter white reflectors along the sides of the structure at intervals of six feet and within one foot of each of the two corners of the structure or pilings that are located

BOUNDLESS ENERGY™

0620-22-1019

farthest from the shoreline in order to identify the outline of the structure. Reflectors must be placed within two feet of the full pond elevation (1846 foot USGS level).

4. Do not remove vegetation within the project boundary (1850 foot contour) without prior permission from Appalachian. For more information, please refer to Section 2.5.10, Vegetative Cover Regulations in the Shoreline Management Plan as approved by Federal Energy Regulatory Commission (FERC) Order Approving Updated Shoreline Management Plan issued November 13, 2017.
5. Upon completion of the structure, contact us for a final inspection.

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

Sincerely,



Lisa H. Hammock
Real Estate Agent Senior
Enclosure

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **December 18th 2025**, between **William and Margaret Woods** owner's of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

+/- 1 Acre; Parcel #075-001-0000-0045; Tax ID # R023658; DB 2023 PG 0674

Address: TBD Byrd Lodge Rd., Radford VA 24141

2. **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.

3. **Deposit.** Purchaser has made a deposit with the Auction Company, of **\$ 5,000** (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.

4. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before **February 2nd 2026** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. **Required Disclosures.**

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(b) **Virginia 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 property is vacant land and exempt.

(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

Seller's Initials _____

Purchaser's Initials _____

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

Seller's Initials _____

Purchaser's Initials _____

(f) **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.

6. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums,

Seller's Initials _____

Purchaser's Initials _____

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.

(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 _____

(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 _____

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

William Woods (Seller)	Date
------------------------	------

Margaret Woods (Seller)	Date
-------------------------	------

Purchaser Name

Address

Phone #	Email
---------	-------

(Purchaser signature) Date _____

Purchaser Name

Address

Phone #	Email
---------	-------

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____