AEP APPALACHIAN POWER®
A unit of American Electric Power

Appalachian Power
P O Box 2021
Roanoke, VA 24022-2121
AEP.com

F. Craig Meadows
Montgomery County Administrator
Montgomery County Board of Supervisors
755 Roanoke Street
Christiansburg, VA 24073

March 12, 2014

Re: Offer to Purchase Right of Way for Appalachian Power Company's
Falling Branch-Merrimac 138 kV Transmission Line
Tax Map Number: 067-A 230

Mr. Meadows,

According to a title examination of the real estate records of Montgomery County, Virginia, you are the owner of the above-referenced real estate. Appalachian Power Company is planning to build a 138 kV transmission line connecting the Falling Branch Substation to the Merrimac Substation that will cross your property located in Montgomery County, Virginia.

The line is crossing through your property as it adjoins the property of the Estate of Nora P. Helms crossing Virginia Secondary Road 808 (Hightop Road) and adjoining the property of Samuel Lee Linkous and Peggy Alice Linkous as shown on the drawing which is attached to the enclosed easement.

Accordingly, Appalachian Power Company hereby offers to purchase a right of way across your property as shown on the enclosed drawing for the purpose of constructing, operating and maintaining its Falling Branch - Merrimac transmission line. The purchase price Appalachian Power Company is offering for this right of way is $1,500.00.

The purchase price is based on our examination of the property, and county tax assessment records.

Please feel free to contact me at 540-204-2121 if you have any questions.

Sincerely,

Kenneth F. Drewry
Contract Right of Way Agent

Enclosure

Line Name: Falling Branch-Merrimac
Easement No. 64 **Map No:** E-FBM-64
Line No. TLN150:01037

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **Montgomery County Board of Supervisors.** whose address is 755 Roanoke Street, Christiansburg, VA 24073 ("Grantor"), whether one or more persons, and Appalachian Power Company, a Virginia corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP is the owner of a right of way and easement under the terms of the following agreement(s) recorded in the Clerk of Circuit Court's Office of Montgomery County, Virginia by and between H.B. Linkous & Ava V. Linkous, his wife and Appalachian Electric Power Company, a predecessor in title to AEP, dated April 18, 1945 and recorded in Volume 143, Page 333 and by and between E.E. Helms & Nora Helms, his wife and Appalachian Electric Power Company, a predecessor in title to AEP, dated May 1, 1946 and recorded in Volume 143, Page 330 (the "Original Easement"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys this Supplemental Easement and Right of Way to AEP, its successors and assigns to modify the Original Easement (insofar as it encumbers property of the Grantor situated in the State of Virginia, Montgomery County, District E, being the same premises as described in Volume Number 274, Page 205 (Parcel No. 067-A 230), as follows:

The location and width of the Easement Area shall be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. The Original Easement, as supplemented and amended herein, contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

Executed this ___ day of _____ 2014.

Appalachian Power Company

By:_____
Thomas Schaffer
Manager, Transmission Right of Way
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)

COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Thomas Schaffer, Manager, Transmission Right of Way, American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, on behalf of the corporation.

_____
Notary Public

_____
Notary Public (Print/Type Name)

My Commission Expires: _____

GRANTOR

_____
F. Craig Meadows
Montgomery County Administrator

STATE OF VIRGINIA)

COUNTY OF MONTGOMERY) SS:

This Instrument was acknowledged before me on the _____ day of _____, 2014, by F. Craig Meadows, Montgomery County Administrator.

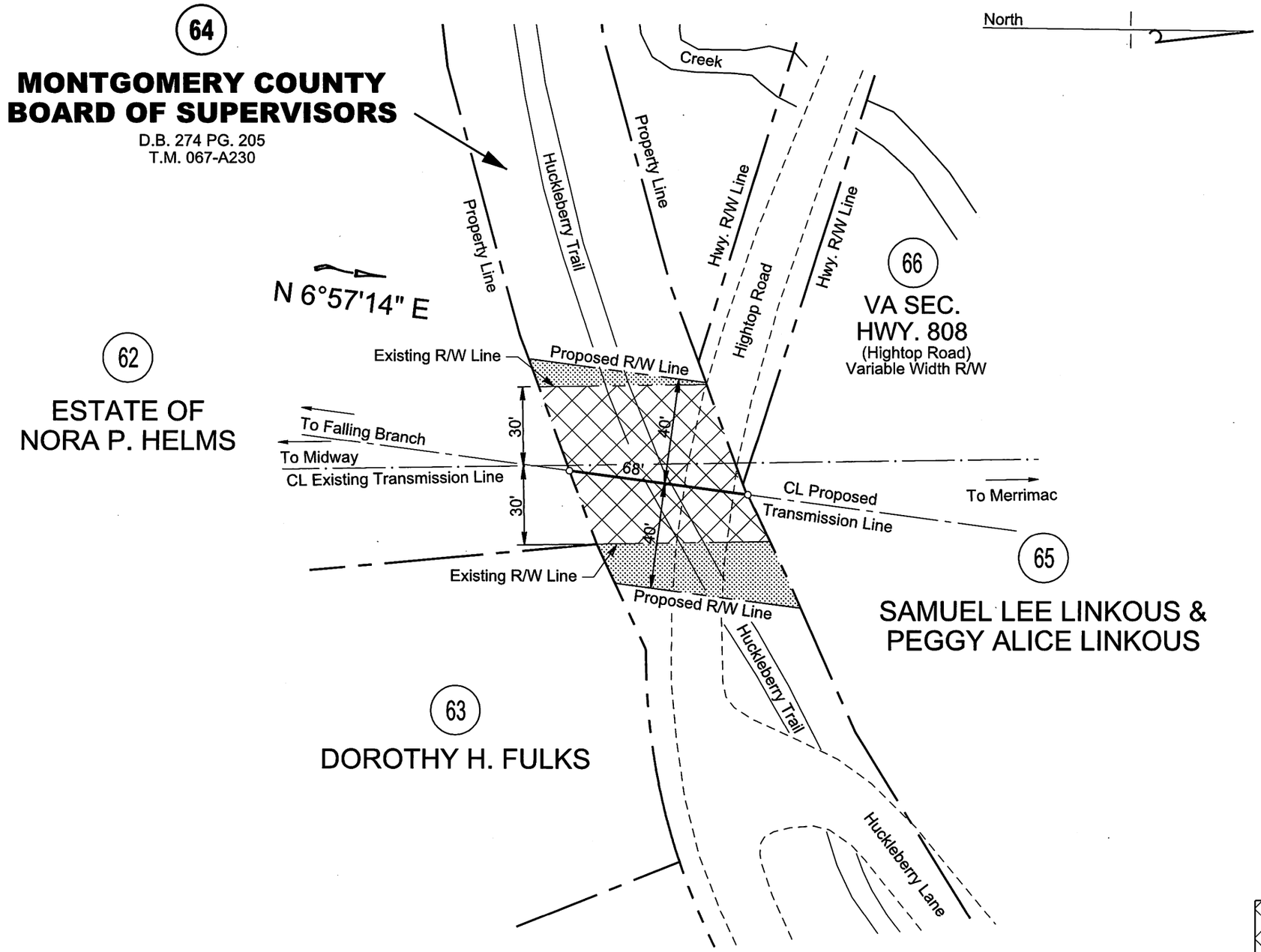
_____
Notary Public

_____
Notary Public (Print/Type Name)

My Commission Expires: _____

This Instrument Prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Appalachian Power Company, a unit of American Electric Power.

When recorded return to: Appalachian Power Company c/o Mary Ann Huddleston, PO Box 2021, Roanoke, VA 24022



= Portion of Existing Easement (0.09 Acres)

= Easement Area To Be Obtained (0.04 Acres)

EXHIBIT 'A'

APPALACHIAN POWER COMPANY
T.L.P.E. - R/W ROANOKE, VA

EAS NO.: TLN150:01037

DWG. NO.: E-FMB-64

FALLING BRANCH - MERRIMAC LINE
AND MERRIMAC - MIDWAY LINE
ACROSS THE PROPERTY OF

MONTGOMERY COUNTY BOARD OF SUPERVISORS

MONTGOMERY COUNTY VIRGINIA

DATE: 10/02/2013

SCALE: 1" = 50"

DRAWN BY: JSS

APPROVED BY: MSH

12/04/2013

H:\Internal\GRAPHICS\PLANPROF\Falling Branch - Merrimac 138kV Line\ROWE-Drawings\E-FBM-64.dgn

N
W E
S

Huckleberry Trail
Hightop Rd/Huckleberry Ln

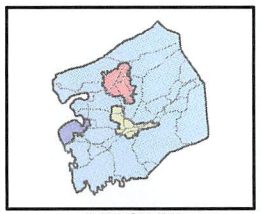
Legend

- State Roads
- Interstate Highway
- Private Roads (Named)
- Planned Highway
- Railroad

Status

- Complete
- Proposed
- Under Construction as of 11/07/2013
- Hydrology
- AEP Preferred Route 1
- AEP County Stations
- AEP County Transmission Lines
- Tax Parcels

Parcel Date: March 2014
Source Montgomery County Commissioner of Revenue



Montgomery County, Virginia
DISCLAIMER

INFORMATION SHOWN ARE TO BE USED FOR REFERENCE PURPOSES ONLY. THE MONTGOMERY COUNTY BOARD OF SUPERVISORS NOR PLANNING AND GIS SERVICES ARE NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN. NO RESPONSIBILITY IS ASSUMED FOR DAMAGES OR OTHER LIABILITIES.

THE INFORMATION SHOWN HEREON IS TO BE USED FOR REFERENCE PURPOSES ONLY AND IS NOT TO BE CONSTRUED OR USED AS A LEGAL OR OFFICIAL DETERMINATION OF OFFICIAL COUNTY, STATE, AND FEDERAL RECORDS. DATA IS BELIEVED TO BE ACCURATE, BUT IS NOT GUARANTEED.

IN NO EVENT SHALL MONTGOMERY CO. BE LIABLE FOR ANY DAMAGES THAT MIGHT ARISE FROM THE USE OR ANY INFORMATION SHOWN.

EXACT LOCATION OF ANY FLOOD ZONE TO BE CERTIFIED BY LICENSED LAND SURVEYOR, ENGINEER, OR ARCHITECT.

CONTOURS SHOWN ARE FOR VISUAL REFERENCE, TO AVOID THE RISK OF MISINTERPRETATION, INVALID RESULTS, AND ERRONEOUS CONCLUSIONS, ORIGINAL LIDAR GENERATED CONTOUR DATA SHOULD BE USED FOR LAND DEVELOPMENT, SURVEY AND ENGINEERING PURPOSES.

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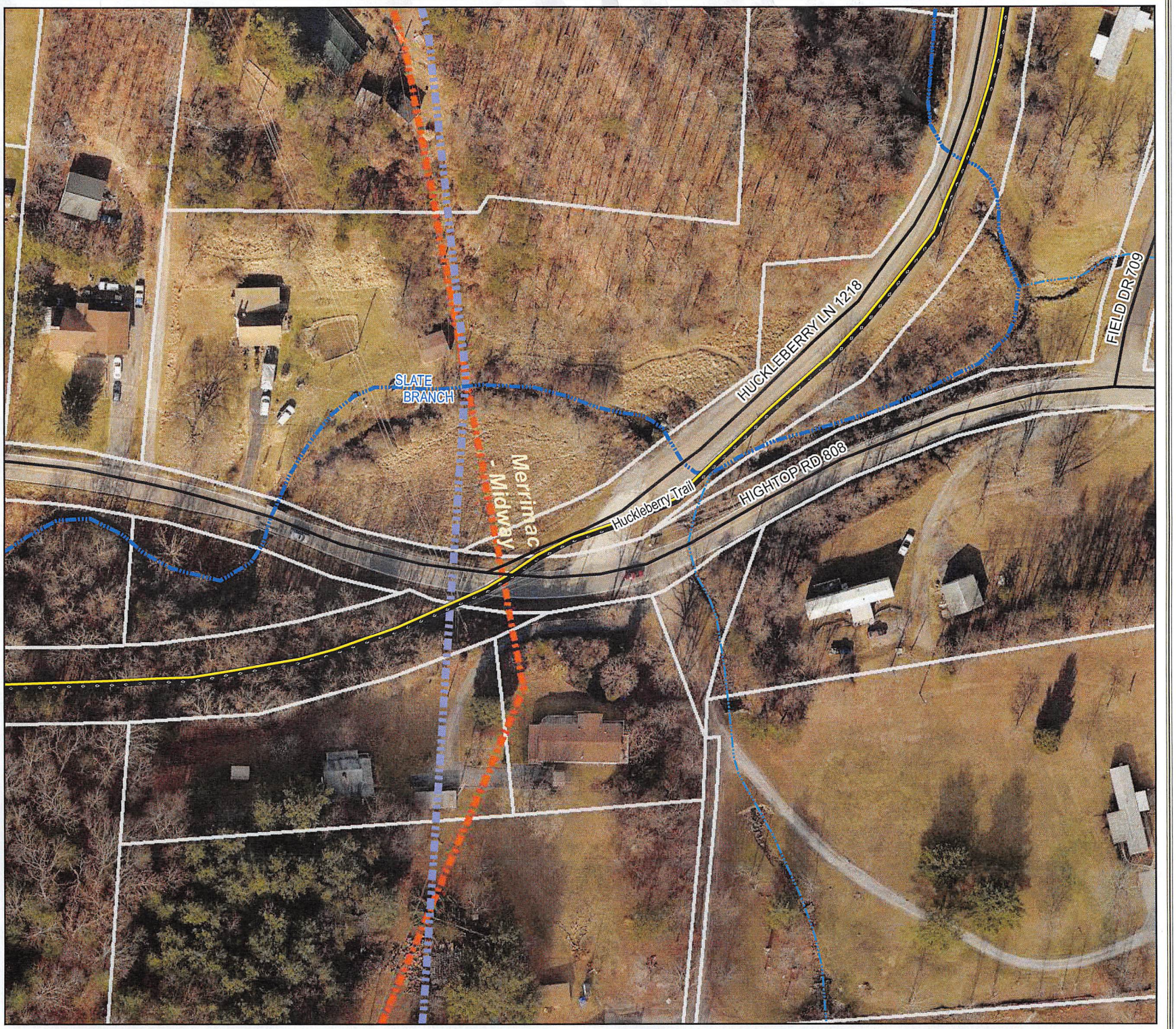
Feet

Prepared by Montgomery County, Va
Planning & GIS Services, 03/28/2014