WATER-RIGHT DOCKET

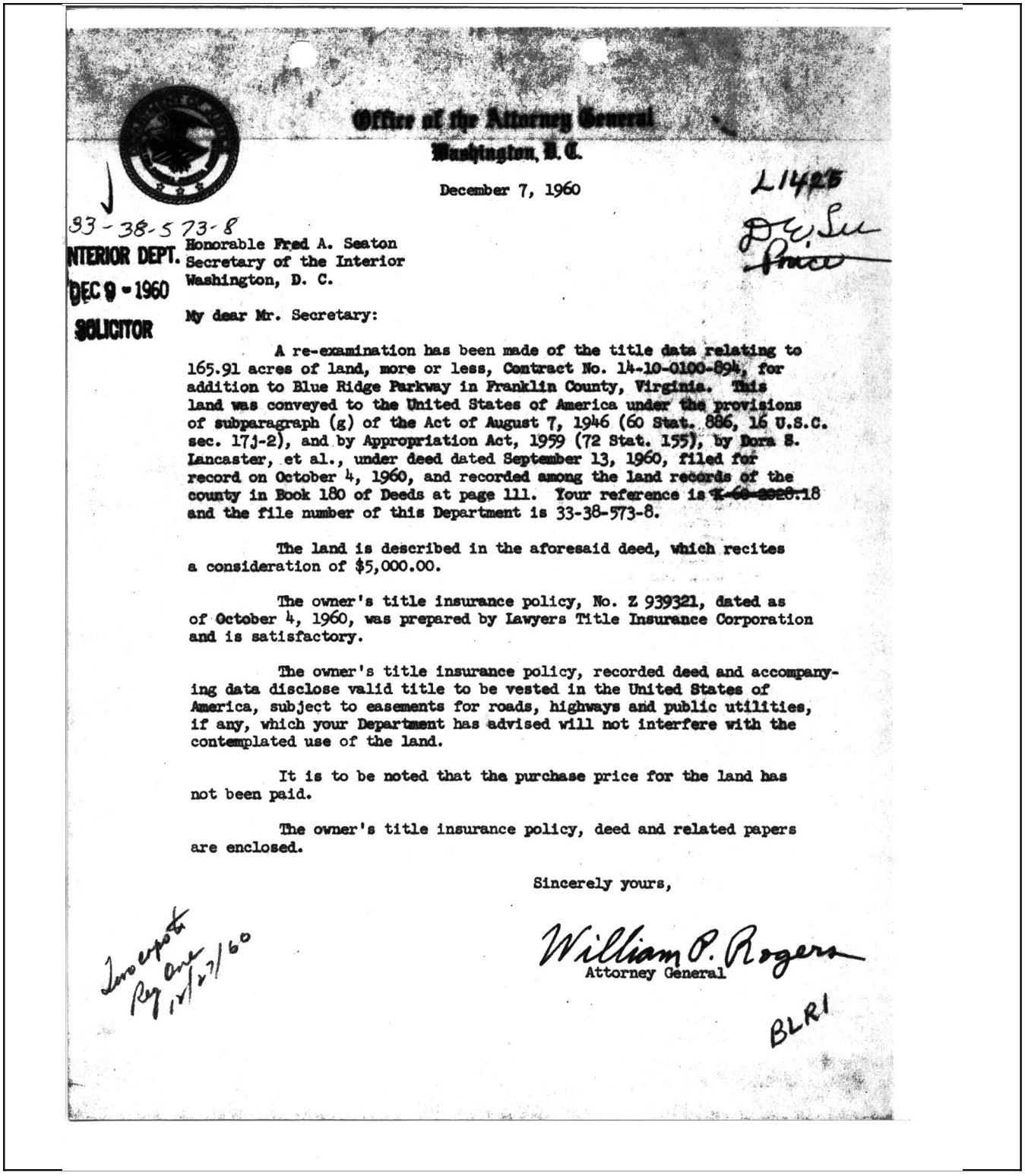
Blue Ridge Parkway

Docket No: 3

LANCASTER TRACT. (PINE SPUR)

Land History

00-00-0000: letter re: re-examination of title data



Office of the Attorney General
Washington, D. C.

December 7, 1960

L1425

93-38-573-8

INTERIOR DEPT.
DEC 9 - 1960
SOLICITOR

Honorable Fred A. Seaton
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

A re-examination has been made of the title data relating to 165.91 acres of land, more or less, Contract No. 14-10-0100-894, for addition to Blue Ridge Parkway in Franklin County, Virginia. This land was conveyed to the United States of America under the provisions of subparagraph (g) of the Act of August 7, 1946 (60 Stat. 886, 16 U.S.C. sec. 17j-2), and by Appropriation Act, 1959 (72 Stat. 155), by Dora S. Lancaster, et al., under deed dated September 13, 1960, filed for record on October 4, 1960, and recorded among the land records of the county in Book 180 of Deeds at page 111. Your reference is ~~L-60-3928.18~~ and the file number of this Department is 33-38-573-8.

The land is described in the aforesaid deed, which recites a consideration of $5,000.00.

The owner's title insurance policy, No. Z 939321, dated as of October 4, 1960, was prepared by Lawyers Title Insurance Corporation and is satisfactory.

The owner's title insurance policy, recorded deed and accompanying data disclose valid title to be vested in the United States of America, subject to easements for roads, highways and public utilities, if any, which your Department has advised will not interfere with the contemplated use of the land.

It is to be noted that the purchase price for the land has not been paid.

The owner's title insurance policy, deed and related papers are enclosed.

Sincerely yours,

William P. Rogers
Attorney General

Incepto
Rep Ont
12/27/60

BLRI

November 1, 1960

Superintendent
Blue Ridge Parkway
P. O. Box 1710
Roanoke, Virginia

Dear Sir:

This is to acknowledge receipt of U. S. Government check, No. 81807287, dated September 6, 1960, in the amount of $5,000.00 delivered to me by you in person.

Sincerely yours,

Dora Lancaster
Dora S. Lancaster

Delivery of check to Dora S. Lancaster witnessed by:

William O. Hooper
William O. Hooper, November 1, 1960

I, Earl Gilbert, a duly authorized representative of the Department of the Interior, hereby certify that on the 24 day of October, 1960, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of Franklin, State of Virginia, designated as tract No. Parkway and containing 165.91 acres, proposed to be acquired by the United States of America in connection with Blue Ridge Parkway Development.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendor and of the occupants of said land and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors and of all occupants of said land as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendor or the United States of America.

3. That I was informed by the above-named vendors and by all other occupants that to the best of their knowledge and belief that there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of an invested or accrued water rights for mining, agricultural, manufacturing, or other purposes nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of None as tenants at will, from whom disclaimers of all right, title, and interest in and to said premises executed on the -- day of --, 19--, have been obtained.

Date October 24, 1960

Earl T. Gilbert
Chief Ranger

REPORT ON
PRESENT POSSESSORY RIGHTS

Tract No. Lancaster Owner Dora S. Lancaster, et als. Contract No. 14-10-0100-894

1. (a) If occupied, name of occupant of premises:

None

(b) Nature of occupant's right to possession:

None

2. (a) Evidence of recent building construction:

None

(b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

None

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? Yes

4. (a) If the property is affected by an easement, the nature of such easement None

(b) Public or private? None

If private, the names of those entitled to enjoy same.

None

(c) Are there any administrative objections to the acceptance of title subject to these easements?

--

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

None

Date 10-24-60

Signed Earl T. Gilbert
Chief Ranger

10-04-1960: owner's title insurance policy; october 04, 1960

Lawyers Title Insurance Corporation

Richmond , Virginia

OWNER'S TITLE INSURANCE POLICY

AMOUNT	NUMBER
$ 5,000.00	Z 939321

Lawyers Title Insurance Corporation, *for valuable consideration, does hereby insure*

THE UNITED STATES OF AMERICA

against all loss or damage which the party insured shall sustain by reason of defects in the title of said United States of America to the real estate or interest therein described in Schedule A or by reason of liens or encumbrances affecting the title, at the date hereof, excepting only such defects, liens, encumbrances and other matters as are set forth in Schedule B below.

The total liability of this Company under this policy is limited to

FIVE THOUSAND AND NO/100---------- *Dollars*

This policy is subject to the conditions hereinbelow set forth, which conditions, together with Schedules A and B, are made a part of this policy.

IN WITNESS WHEREOF, *the Company has caused this policy to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This policy is effective as of the* 4th *day of* October , 1960 .

SEAL 1926

Lawyers Title Insurance Corporation

Joseph F. Hall
President.

Attest: Wm. N. Baker Jr
Secretary.

Countersigned:

ROANOKE BRANCH OFFICE

Authorized Officer or Agent

1. The title, estate or interest insured by this policy:

Fee Simple

Sched. A

2. Description of the real estate with respect to which this policy is issued: Tract of land located in the Blackwater Magisterial District, County of Franklin, State of Virginia, described as follows: BEGINNING at N.P.S. Corner No. 87, a concrete monument located on the right-of-way boundary of the Blue Ridge Parkway, and being approximately 600 feet left of Parkway center line Station 378 + 00, Section 1-P; thence along the common boundary of Pine Spur Tract 3 for four (4) courses as follows; N. 81° 28' E. 550.41 feet to Corner No. 1, a black oak, said corner also being Corner E of Pine Spur Tract 3, S. 34° 41' E. 703.34 feet to Corner No. 2, a white oak, said corner also being Corner F of Pine Spur Tract 3, N. 86° 07' W. 221.67 feet to Corner No. 3, an iron pin, said corner also being Corner G of Pine Spur Tract 3, S. 03° 01½' E. 1090.91 feet to Corner No. 4, a fence post, said corner also being Corner H of Pine Spur Tract 3 and Corner No. 2 of Pine Spur Tract 4; thence leaving the common boundary of Pine Spur Tract 3 and with two (2) courses along the common boundary of Pine Spur Tract 4 as follows: S. 54° 54' E. 495.00 feet to Corner No. 5, a 44-inch black oak, said corner also being Corner No. 1 of Pine Spur Tract 4, S. 03° 06' W. 1122.00 feet to Corner No. 6, a concrete monument marked N.P.S.S2, said corner also being Corner No. 12 of Pine Spur Tract 2; thence leaving the common boundary of Pine Spur Tract 4 and along the common boundary of Pine Spur Tract 2, S. 01° 33' E. 1398.20 feet to Corner No. 7, a concrete monument marked NPS R5, said corner also being Corner B of Pine Spur Tract 2 and Corner No. 4 of Pine Spur Tract 16; thence leaving the common boundary of Pine Spur Tract 2 and with three (3) courses along the common boundary of Pine Spur Tract 16 as follows: N. 58° 29' E. 141.40 feet to Corner No. 8, a concrete monument marked NPS R6, said corner also being Corner No. 5 of Pine Spur Tract 16, N. 45° 00' E. 138.81 feet to Corner No. 9, a concrete monument marked NPS R7, said corner also being Corner No. 6 of Pine Spur Tract 16, N. 64° 08' E. 556.89 feet to Corner No. 10, a concrete monument marked NPS R8, said corner also being Corner No. 7 of Pine Spur Tract 16; thence leaving the common boundary of Pine Spur Tract 16 and with twelve (12) courses as follows: N. 16° 52½' E. 263.44 feet to Corner No. 11, a chestnut oak, N. 01° 54' W. 584.91 feet to Corner No. 12, a 42" poplar, N. 17° 30' E. 214.46 feet to Corner No. 13, a rock pile, N. 64° 50½' W. 442.32 feet to Corner No. 14, a 10" ash, N. 22° 52' W. 378.07 feet to Corner No. 15, an iron pin, N. 65° 57' E. 775.60 feet to Corner No. 16, a rock, N. 78° 27' E. 181.50 feet to Corner No. 17, a point, S. 49° 59' E. 485.35 feet to Corner No. 18 a 15" pine, S. 68° 04' E. 286.02 feet to Corner No. 19, an iron pin, S. 49° 47½' E. 108.63 feet to Corner No. 20, an iron pin at base of 10" chestnut oak, S. 71° 36½' E. 267.52 feet to Corner No. 21, an iron pin in rock pile, S. 82° 18½' E. 82.50 feet to Corner No. 22, a concrete monument marked NPS R2, said corner also being Corner No. 1 of Pine Spur Tract 7; thence along the boundary of Pine Spur Tract 7, N. 01° 56' E. 727.23 feet to Corner No. 23, a concrete monument marked NPS Y5, said corner also being Corner No. 2 of Pine Spur Tract 7 and Corner No. 5 of Pine Spur Tract 12; thence leaving the common boundary of Pine Spur Tract 7 and with three (3) courses as follows: N. 81° 49' W. 198.00 feet to Corner No. 24, an iron pin, N. 58° 04' W. 1171.50 feet to Corner No. 25, a point, N. 19° 24' E. 269.04 feet to Corner No. 26, a concrete monument, said corner also being Corner No. 1 of Pine Spur Tract 13; thence along the common boundary of Pine Spur Tract 13 for three (3) courses as follows: N. 02° 22½' E. 905.06 feet to Corner No. 27, a concrete monument marked NPS W24, said corner also being Corner No. 2 of Pine Spur Tract 13, N. 66° 40½' E. 450.06 feet to Corner No. 28, an iron pin, said corner also being Corner No. 3 of Pine Spur Tract 13, N. 79° 04½' E. 141.50 feet to Corner No. 29, an iron pin, said corner also being Corner No. 4 of Pine Spur Tract 13; thence leaving the common boundary of Pine Spur Tract 13 and with nine (9) courses as follows: N. 17° 49½' W. 222.19 feet to Corner No. 30, a chestnut hub, N. 57° 05' W. 154.44 feet to Corner No. 31, a large rock, S. 57° 06' W. 703.00 feet to Corner No. 32, a point, S. 77° 03' W. 227.68 feet to Corner No. 33, marked birch on large rock, S. 67° 42½' W. 116.49 feet to Corner No. 34, an iron pin in chestnut stump, N. 52° 47' W. 2827.40 feet to Corner No. 35, wooden hub on edge of stream, S. 14° 01' W. 800.16 feet to Corner No. 36, an iron pin, S. 55° 59' E. 810.41 feet to Corner No. 37, a 24" gum, S. 15° 01' W. 407.20 feet to point of BEGINNING, containing 165.91 acres, more or less, all being in Franklin County, Virginia.

BEING THE SAME PROPERTY CONVEYED TO the UNITED STATES OF AMERICA by deed from Dora S. Lancaster, widow, Everett A. Lancaster and Lois Wood Lancaster, his wife, Warren L. Lancaster and Etta L. Lancaster, his wife, Byrum L. Lancaster, single, Ina L. Howbert and Albert H. Howbert, her husband, Myrtle L. Moore and Vincent W. Moore, her husband, Lera L. Young and Ivan R. Young, her husband, dated September 13, 1960, filed for record October 4, 1960, as Document No. 1459, Clerk's Office, County of Franklin, State of Virginia.

SCHEDULE B

Defects, liens, encumbrances and other matters excepted from this policy and against which this Company does not insure:

General Exceptions:

1. *Governmental Powers.*—Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:
   a. Consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulations;
   b. Consequences of any law, ordinance or governmental regulation, now or hereafter in force (including building and zoning ordinances), limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.
2. *Matters Not of Record.*—The following matters which are not of record at the date of this policy are not insured against:
   a. Rights or claims of parties in possession not shown of record;
   b. Questions of survey;
   c. Mechanics' liens where no notice thereof appears of record;
   d. Defects, liens or encumbrances created subsequent to the date hereof.
3. *Refusal to Purchase.*—This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

SCHEDULE B—Continued

Special Exceptions:

1. Taxes subsequent to those for the year 1960.
2. Title to that portion of the property within the bounds of any roads or highways.

sg

10-04-1960: conditions; october 04, 1960

Conditions

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within sixty days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party of such action or proceeding be neither served with summons therein or have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within sixty days from the date of such knowledge; and upon a failure so to do, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue, but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge, it shall be liable for the payment of the full amount paid.

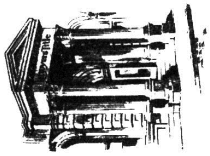
STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within sixty days after said party has notice of such loss or damage; and no right of action shall accrue under this policy under thirty days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of thirty days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

Policy of Title Insurance



Lawyers Title Insurance Corporation
Home Office
Richmond, Virginia

Lawyers Title Insurance Corporation

HOME OFFICE, RICHMOND, VIRGINIA

JOSEPH F. HALL, *President*

GEORGE C. RAWLINGS
Executive Vice-President

R. W. JORDAN, JR., *Title Officer*

BRANCH OFFICES

ATLANTA, GA.
BIRMINGHAM, ALA.
CAMDEN, N. J.
CINCINNATI, OHIO
CLEVELAND, OHIO
COLUMBUS, OHIO
DALLAS, TEXAS
DAYTON, OHIO
DETROIT, MICH.
MIAMI, FLA.
NEWARK, N. J.
NEW ORLEANS, LA.
NEW YORK, N. Y.
PITTSBURGH, PA.
WASHINGTON, D. C.
WILMINGTON, DEL.
WINSTON-SALEM, N. C.
WINTER HAVEN, FLA.

BOOK 180 PAGE 111

THIS DEED, made this 13th day of September, 1960, by and between DORA S. LANCASTER, widow, EVERETT A. LANCASTER and LOIS WOOD LANCASTER, his wife, WARREN L. LANCASTER and ETTA L. LANCASTER, his wife, BYRUM L. LANCASTER, single, INA L. HOWBERT and ALBERT H. HOWBERT, her husband, MYRTLE L. MOORE and VINCENT W. MOORE, her husband, and LERA L. YOUNG and IVAN R. YOUNG, her husband, parties of the first part, and THE UNITED STATES OF AMERICA, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of FIVE THOUSAND ($5,000.00) DOLLARS, cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part, surviving widow and children of M. W. LANCASTER, deceased, do grant and convey, with covenants of GENERAL WARRANTY, to the said United States of America and its assigns, the following property, to-wit:

All of that certain parcel of land, which is comprised of several tracts, situate, lying and being in Blackwater Magisterial District of Franklin County, Virginia, and more particularly described:

All bearings in this description are from the true meridian.

BEGINNING at N.P.S. Corner No. 87, a concrete monument located on the right-of-way boundary of the Blue Ridge Parkway, and being approximately 600 feet left of Parkway center line Station 378+00, Section 1-P; thence along the common boundary of Pine Spur Tract 3 for four (4) courses as follows,

N81° 28'E 550.41 feet to Corner No. 1, a black oak, said corner also being Corner E of Pine Spur Tract 3,

S34° 41'E 703.34 feet to Corner No. 2, a white oak, said corner also being Corner F of Pine Spur Tract 3,

N86° 07'W 221.67 feet to Corner No. 3, an iron pin, said corner also being Corner G of Pine Spur Tract 3,

S03° 01½'E 1090.91 feet to Corner No. 4, a fence post, said corner also being Corner H of Pine Spur Tract 3 and Corner No. 2 of Pine Spur Tract 4; thence leaving the common boundary of Pine Spur Tract 3 and with two (2) courses along the common boundary of Pine Spur Tract 4 as follows:

S54° 54'E 495.00 feet to Corner No. 5, a 44-inch black oak, said corner also being Corner No. 1 of Pine Spur Tract 4,

S03° 06'W 1122.00 feet to Corner No. 6, a concrete monument marked NPS S2, said corner also being Corner 12 of Pine Spur Tract 2; thence leaving the common boundary of Pine Spur Tract 4 and along the common boundary of Pine Spur Tract 2,

S01° 33'E 1398.20 feet to Corner No. 7, a concrete monument marked NPS R5, said corner also being Corner B of Pine Spur Tract 2 and Corner No. 4 of Pine Spur Tract 16; thence leaving the common boundary of Pine Spur Tract 2 and with three (3) courses along the common boundary of Pine Spur Tract 16 as follows:

N58° 29'E 141.40 feet to Corner No. 8, a concrete monument marked NPS R6, said corner also being Corner No. 5 of Pine Spur Tract 16,

N45° 00'E 138.81 feet to Corner No. 9, a concrete monument marked NPS R7, said corner also being Corner No. 6 of Pine Spur Tract 16,

N64° 08'E 556.89 feet to Corner No. 10, a concrete monument marked NPS R8, said corner also being Corner No. 7 of Pine Spur Tract 16; thence leaving the common boundary of Pine Spur Tract 16 and with twelve (12) courses as follows:

N16° 52½'E 263.44 feet to Corner No. 11, a chesnut oak,

map shows 548.91' C.J.M.

N01° 54'W 584.91 feet to Corner No. 12, a 42" poplar,

N17° 30'E 214.46 feet to Corner No. 13, a rock pile

N64° 50½'W 442.32 feet to Corner No. 14, a 10" ash,

N22° 52'W 378.07 feet to Corner No. 15, an iron pin,

N65° 57'E 775.60 feet to Corner No. 16, a rock,

N78° 27'E 181.50 feet to Corner No. 17, a point,

S49° 59'E 485.35 feet to Corner No. 18, a 15" pine,

S68° 04'E 286.02 feet to Corner No. 19, an iron pin,

S49° 47½'E 108.63 feet to Corner No. 20, an iron pin at base of 10" chesnut oak,

S71° 36½'E 267.52 feet to Corner No. 21, an iron pin in rock pile,

C.J.M.

S82° 18½'E 82.50 feet to Corner No. 22, a concrete monument marked NPS R2, said corner also being Corner No. 1 of Pine Spur Tract 7; thence along the boundary of Pine Spur Tract 7,

N01° 56'E 727.23 feet to Corner No. 23, a concrete monument marked NPS Y5, said corner also being Corner No. 2 of Pine Spur Tract 7 and Corner No. 5 of Pine Spur Tract 12; thence leaving the common boundary of Pine Spur Tract 7 and with three (3) courses as follows:

N81° 49'W 198.00 feet to Corner No. 24, an iron pin,

N58° 04'W 1171.50 feet to Corner No. 25, a point,

N19° 24'E 269.04 feet to Corner No. 26, a concrete monument, said corner also being Corner No. 1 of Pine Spur Tract 13; thence along the common boundary of Pine Spur Tract 13 for three (3) courses as follows:

N02° 22½'E 905.06 feet to Corner No. 27, a concrete monument marked NPS W24, said corner also being Corner No. 2 of Pine Spur Tract 13,

N66° 40½'E 450.06 feet to Corner No. 28, an iron pin, said corner also being Corner No. 3 of Pine Spur Tract 13,

N79° 04½'E 141.50 feet to Corner No. 29, an iron pin, said corner also being Corner No. 4 of Pine Spur Tract 13; thence leaving the common boundary of Pine Spur Tract 13 and with nine (9) courses as follows:

N17° 49½'W 222.19 feet to Corner No. 30, a chesnut hub,

N57° 05'W 154.44 feet to Corner No. 31, a large rock,

S57° 06'W 703.00 feet to Corner No. 32, a point,

S77° 03'W 227.68 feet to Corner No. 33, marked birch on large rock,

S67° 42½'W 116.49 feet to Corner No. 34, an iron pin in chesnut stump,

N52° 47'W 2827.40 feet to Corner No. 35, wooden hub on edge of stream,

S14° 01'W 800.16 feet to Corner No. 36, an iron pin,

S55° 59'E 810.41 feet to Corner No. 37, a 24" gum,

S15° 01'W 407.20 feet to point of BEGINNING, containing 165.91 acres, more or less, all being in Franklin County, Virginia.

Said description is by reference to a certain plat designated Section 1-P, Pine Spur Recreational Area, Blue Ridge Parkway National Parkway Survey, Scale: 1 inch = 400 feet.

The foregoing metes and bounds description is a composite of two parcels of land, which the United States has heretofore procured an option to purchase same from Dora S. Lancaster, and others. One of said parcels was conveyed to M. W. Lancaster by deed of Walter C. Conner and Mary Conner, his wife, dated December 23, 1919, and duly of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 69 at page 159. In said deed, the parcel was described as three separate tracts of land, one containing 84 acres, more or less, a second containing 15 1/3 acres, more or less, and the third containing 12 acres, more or less, and containing in aggregate 111 1/3 acres, more or less. The second parcel of land, was conveyed to M. W. Lancaster and Dora S. Lancaster by deed of G. W. Shockey and Mary G. Shockey, his wife, dated December 6, 1938, and duly of record in the Clerk's Office aforesaid in Deed Book 92 at page 60. Said parcel was therein described as being made up of four separate tracts. Tract 1 was conveyed as containing 50 acres, more or less; tract 2 was conveyed as containing 11 acres, more or less; tract 3 was conveyed as containing 6 1/2 acres, more or less; and, tract 4 was conveyed as containing 2 acres, more or less. The said four tracts of land comprise the parcel conveyed to M. W. Lancaster and Dora S. Lancaster was estimated to contain in aggregate 69 1/2 acres.

M. W. Lancaster died intestate, and his list of heirs, as of October 3, 1951, is duly of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Will Book 35 at page 122. M. W. Lancaster left surviving him Dora S. Lancaster, widow; Everett A. Lancaster, Warren L. Lancaster; Byrum L. Lancaster; Ina L. Howbert; Myrtle L. Moore, and Lera L. Young, children. All of these said individuals are of lawful age and sui juris.

This conveyance is made to the United States of America and its assigns for the use and enjoyment by the Blue Ridge Parkway, a division of the National Park Service of the Department of the Interior.

The aforesaid Grantors covenant with the Grantee that they have the right to convey the said land to the aforesaid Grantee; that the said Grantee shall have quiet possession of the said land, free from all encumbrances; that they have done no act to encumber said land, and that they will execute such further assurances of said land as may be requisite.

WITNESS the following signatures and seals:

Dora S. Lancaster (SEAL)
Dora S. Lancaster

Everett A. Lancaster (SEAL)
Everett A. Lancaster

Lois Wood Lancaster (SEAL)
Lois Wood Lancaster

Warren L. Lancaster (SEAL)
Warren L. Lancaster

Etta L. Lancaster (SEAL)
Etta L. Lancaster

Byrum L. Lancaster (SEAL)
Byrum L. Lancaster

Ina L. Howbert (SEAL)
Ina L. Howbert

Albert H. Howbert (SEAL)
Albert H. Howbert

CJH

BOOK 180 PAGE 116

Myrtle L. Moore (SEAL)
Myrtle L. Moore

Vincent W. Moore (SEAL)
Vincent W. Moore

Lera L. Young (SEAL)
Lera L. Young

Ivan R. Young (SEAL)
Ivan R. Young

STATE OF VIRGINIA)
) to-wit:
COUNTY OF FLOYD)

I, Anna W. Hale, a Notary Public in and for the County and State aforesaid, do hereby certify that Dora S. Lancaster, Warren L. Lancaster, and Byrum L. Lancaster, whose names are signed to the foregoing and hereto annexed writing, bearing date on the 13th day of September, 1960, have personally appeared before me in my County and State aforesaid and acknowledged the same.

My Commission expires May 7, 1961.

Given under my hand this 13th day of September, 1960.

Anna W. Hale
Notary Public

BOOK 180 PAGE 117

STATE OF VIRGINIA)
) to-wit:
COUNTY OF MONTGOMERY)

I, O B Sandiff, a Notary Public in and for the County and State aforesaid, do hereby certify that Myrtle L. Moore and Vincent W. Moore, whose names are signed to the foregoing and hereto annexed writing, bearing date on the 13th day of September, 1960, have personally appeared before me in my County and State aforesaid and acknowledged the same.

My Commission expires Feb. 15, 1964

Given under my hand this 30 day of September, 1960.

O B Sandiff.
Notary Public

STATE OF VIRGINIA)
) to-wit:
COUNTY OF ROANOKE)

I, J W Griggs, a Notary Public in and for the County and State aforesaid, do hereby certify that Ina L. Howbert, Albert H. Howbert, Lera L. Young, Ivan R. Young, and Etta L. Lancaster, whose names are signed to the foregoing and hereto annexed writing bearing date on the 13th day of September, 1960, have personally appeared before me in my County and State aforesaid and acknowledged the same.

My Commission expires May 27-1960-1963

Given under my hand this 20th day of September, 1960.

J W Griggs
Notary Public

BOOK 180 PAGE 118

STATE OF VIRGINIA)
) to-wit:
COUNTY OF ~~FRANKLIN~~ Roanoke)

I, G W Griggo, a Notary Public in and for the County and State aforesaid, do hereby certify that Everett A. Lancaster and Lois Wood Lancaster, whose names are signed to the foregoing and hereto annexed writing, bearing date on the 13th day of September, 1960, have personally appeared before me in my County and State aforesaid and acknowledged the same.

My Commission expires May 27-1963 1963

Given under my hand this 20th day of September, 1960.

G W Griggo
Notary Public

~~UNITED STATES~~
~~DEPARTMENT OF THE INTERIOR~~
~~NATIONAL PARK SERVICE~~

~~The within deed is accepted on behalf of the United States as of December 7, 1960, under the authority contained in subparagraph (g) of the act of August 7, 1946 (60 Stat. 885, 16 U.S.C., sec. 17 j-2), and delegated~~

by

VIRGINIA, FRANKLIN COUNTY, To Wit
In the Office of the Clerk of the Circuit Court for the County of Franklin the 4 day of October 1960 this deed was presented, and with the certificate annexed admitted to record at 3:35 o'clock M.
Teste Edwin Greer Clerk

With Revenue Stamps of the value of 5.50 placed in same and cancelled according to law.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

The within deed is accepted on behalf of the United States as of December 7, 1960, under the authority contained in subparagraph (g) of the act of August 7, 1946 (60 Stat. 885, 16 U.S.C., sec. 17 j-2), and delegated by sections 1 and 7 of Departmental Order No. 2640, as amended, delegating authority to Assistant Directors of this Service to accept deeds.

Hillory A. Tolson
Assistant Director
National Park Service

EJM

REPORT ON POSSESSORY RIGHTS
CERTIFICATE OF INSPECTION
AND POSSESSION

I, A. E. Stark, Assistant Chief Ranger of the Department of the Interior, hereby certify that on the 8 day of June, 1960, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of Franklin, State of Virginia, designated as tract No. Lancaster and containing 165.91 acres, proposed to be acquired by the United States of America in connection with Blue Ridge Parkway Development.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendor and of the occupants of said land and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors and of all occupants of said land as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendor or the United States of America.

3. That I was informed by the above-named vendors and by all other occupants that to the best of their knowledge and belief that there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of an invested or accrued water rights for mining, agricultural, manufacturing, or other purposes nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of none as tenants at will, from whom disclaimers of all right, title, and interest in and to said premises executed on the - day of -, 19-, have been obtained.

Dated June 14, 1960

Anthony E. Stark
Assistant Chief Ranger

REPORT ON
PRESENT POSSESSORY RIGHTS

Tract No. Lancaster Owner Dora S. Lancaster, et al Contract No. 14-10-0100-894

1. (a) If occupied, name of occupant of premises:

None

(b) Nature of occupant's right to possession:

None

2. (a) Evidence of recent building construction:

None

(b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

None

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? Yes

4. (a) If the property is affected by an easement, the nature of such easement None

(b) Public or private? None

If private, the names of those entitled to enjoy same. None

(c) Are there any administrative objections to the acceptance of title subject to these easements?

--

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

None

Date June 14, 1960

Signed Anthony E. Stark
Assistant Chief Ranger

CERTIFICATE OF INSPECTION
AND POSSESSION

I, William O. Hooper, Soil Conservationist of the Department of the Interior, hereby certify that on the 30 day of December, 1959, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of Franklin, State of Virginia, designated as tract No. Lancaster and containing 165.91 acres, proposed to be acquired by the United States of America in connection with Blue Ridge Parkway Development

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendor and of the occupants of said land and ascertained that nothing had been done on or about said premises within the past 6 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors and of all occupants of said land as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendor or the United States of America.

3. That I was informed by the above-named vendors and by all other occupants that to the best of their knowledge and belief that there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of an invested or accrued water rights for mining, agricultural, manufacturing, or other purposes nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of None as tenants at will, from whom disclaimers of all right, title, and interest in and to said premises executed on the --- day of ---, 19---, have been obtained.

Date January 5, 1960

William O. Hooper
Soil Conservationist

REPORT ON
PRESENT POSSESSORY RIGHTS

Tract No. Lancaster Owner Dora S. Lancaster, et als Contract No. None

1. (a) If occupied, name of occupant of premises:

None

(b) Nature of occupant's right to possession:

None

2. (a) Evidence of recent building construction:

None

(b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

None

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? Yes

4. (a) If the property is affected by an easement, the nature of such easement None

(b) Public or private? None

If private, the names of those entitled to enjoy same. None

(c) Are there any administrative objections to the acceptance of title subject to these easements?

---

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

None

Date January 5, 1960

Signed William O. Hoppes
Soil Conservationist

02-24-1959: certificate of inspection and possession; february 24, 1959

REPORT ON POSSESSORY RIGHTS
CERTIFICATE OF INSPECTION
AND POSSESSION

I, Sam P. Weems, Superintendent, a duty authorized representative of the Department of the Interior, hereby certify that on the 18th day of February, 1959, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of Franklin, State of Virginia, designated as trace No. Lancaster and containing 103.91 acres, proposed to be acquired by the United States of America in connection with Blue Ridge Parkway Development

1. That I am fully informed as to the boundaries, lines, and corners of said tract, that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendors and of the occupants of said land and ascertained that nothing had been done on or about said premises within the past 6 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors and of all occupants of said land as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or the United States of America.

3. That I was informed by the above-named vendors and by all other occupants that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existance owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of None as tenants at will, from whom disclaimers of all right, title, and interest in and to said premises executed on the --- day of ---, 19--, have been obtained.

Signed: Sam P. Weems

Date: February 24, 1959 Title: Superintendent

REPORT OF
POSSESSORY RIGHTS

Tract No. Lancaster Owner Dora S. Lancaster, et als Contract No. None

1. (a) If occupied, name of occupant of premises:

None

(b) Nature of occupant's right to possession:

None

2. (a) Evidence of recent building construction:

None

(b) Outstanding recorded mechanic's, laborer's or materialmen's liens:

None

3. Do the physical boundaries of the property conform generally with the description in the deed of conveyance? Yes

4. (a) If the property is affected by any easement, the nature of such easement.

None

(b) Public or private? None

If private, the names of those entitled to enjoy same. None

(c) Are there any administrative objections to the acceptance of title subject to these easements?

---

5. Other reasons, if any, together with full explanations, why the United States is not entitled to unrestricted possession of the property upon acceptance of title:

None

Signed Sam P. Weems

Date: February 24, 1959 Title: Superintendent

AFFIDAVIT OF ADVERSE POSSESSION

STATE OF VIRGINIA

County of Floyd

Personally appeared before me, the undersigned officer in and for the said State and County, Mrs. L. P. Stumpe, who being by me duly sworn, state on oath that he is familiar with the lands owned by the only heirs at law of M. W. Lancaster and described as follows, to-wit:

As shown on the attached "Plat Showing Dora S. Lancaster Lands for Transfer to National Park Service, Blue Ridge Parkway, Pine Spur Recreational Area, Section 1-P" as surveyed by J. E. Booth 10/58; and, "Metes and Bounds Description of Dora S. Lancaster Lands for Transfer to National Park Service, Blue Ridge Parkway, Pine Spur Recreational Area, Section 1-P", 3 sheets; all of which are attached hereto and are made a part of this instrument.

And that the said heirs at law of M. W. Lancaster and their grantors have, to affiant's personal knowledge, been in the actual adverse, peaceable, continuous, hostile, open, notorious possession, holding and claiming same against all the world for a period of 64 years immediately preceding the date of this affidavit; and have exercised ownership over same in the following manner, to-wit: farming the land, enclosing it with fences, erecting building, paying taxes and assessments, cutting trees, maintaining roads and so forth.

Witness my signature this 26 day of November 1958

(s) Mrs. L. P. Stumpe

Sworn to and subscribed before me this 26 day of November 1958.

My Commission Expires November [illegible]

Mary H. Mullins

AFFIDAVIT OF ADVERSE POSSESSION

STATE OF VIRGINIA

County of Floyd

Personally appeared before me, the undersigned officer in and for the said State and County, Mrs C M. Coates, who being by me duly sworn, state on oath that he is familiar with the lands owned by the only heirs at law of M. W. Lancaster and described as follows, to-wit:

As shown on the attached "Plat Showing Dora S. Lancaster Lands for Transfer to National Park Service, Blue Ridge Parkway, Pine Spur Recreational Area, Section 1-P" as surveyed by J. E. Booth 10/58; and, "Metes and Bounds Description of Dora S. Lancaster Lands for Transfer to National Park Service, Blue Ridge Parkway, Pine Spur Recreational Area, Section 1-P", 3 sheets; all of which are attached hereto and are made a part of this instrument.

And that the said heirs at law of M. W. Lancaster and their grantors have, to affiant's personal knowledge, been in the actual adverse, peaceable, continuous, hostile, open, notorious possession, holding and claiming same against all the world for a period of 40 years immediately preceding the date of this affidavit; and have exercised ownership over same in the following manner, to-wit: farming the land, enclosing it with fences, erecting building, paying taxes and assessments, cutting trees, maintaining roads and so forth.

Witness my signature this 26 day of November 1958.

Mrs C M Coates

Sworn to and subscribed before me this 26 day of November 1958.

Mary H Nester

AFFIDAVIT OF ADVERSE POSSESSION

STATE OF VIRGINIA

County of Floyd

Personally appeared before me, the undersigned officer in and for the said State and County, L. P. Stump who being by me duly sworn, state on oath that he is familiar with the lands owned by the only heirs at law of M. M. Lancaster and described as follows, to-wit:

As shown on the attached "Plat Showing Dora S. Lancaster Lands for Transfer to National Park Service, Blue Ridge Parkway, Pine Spur Recreational Area, Section 1-F" as surveyed by J. E. Booth 10/58; and, "Metes and Bounds Description of Dora S. Lancaster Lands for Transfer to National Park Service, Blue Ridge Parkway, Pine Spur Recreational Area, Section 1-F", 3 sheets; all of which are attached hereto and are made a part of this instrument.

And that the said heirs at law of M. M. Lancaster and their grantees have, to affiant's personal knowledge, been in the actual adverse, peaceable, continuous, hostile, open, notorious possession, holding and claiming same against all the world for a period of 20 years immediately preceding the date of this affidavit and have exercised ownership over same in the following manner, to-wit: farming the land, enclosing it with fences, erecting building, paying taxes and assessments, cutting trees, maintaining roads and so forth.

Witness my signature this 26 day of November 1958.

(s) L. P. Stump

Sworn to and subscribed before me this 26 day of November 1958.

My Commission Expires November 1, 1961

Mary J. Morris

L1425-L

JUN 18 1958

Memorandum

To: Regional Director, Region One

From: Assistant Director

Subject: Approval of Option to Purchase from Dora S. Lancaster Two Tracts of Land Aggregating 179.85 Acres and the Six Springs thereon in the Pine Spur Recreation Area, Blue Ridge Parkway

Mr. Smith transmitted with his memorandum of June 6 three executed and four conformed copies of a 6-month option dated January 10, 1958, by which Dora S. Lancaster offers to sell to the United States, for $5,000, two tracts aggregating 179.85 acres of land and the six springs thereon in the Pine Spur Recreation Area, Blue Ridge Parkway.

The tracts are situate on the top of the Blue Ridge adjoining Parkway lands. They comprise some cleared fields, young stands of poplar and pine, several acres of virgin timber, and six bold flowing springs of potable water. The flow of the springs is estimated to total 22.25 gallons of water per minute. Several farm roads render the area readily accessible and could be improved.

Mr. W. C. King, President of the Bank of Floyd, with many years of experience in banking and farm and timber appraising, appraised the property on May 13, 1958, as 180 acres of land at $30, a total of $5,400. He states that the sales of comparable lands in the county at $30 an acre support his conclusion.

The land and water are required for the full development and utilization of the Pine Spur Recreation Area to accommodate the constantly increasing numbers of visitors and campers to the area.

The area includes restrooms, picnic groves, campgrounds, and parking lots, which are essential to the public use of the Parkway.

The option consideration of $5,000 is $400, or 7.4 percent, less than the appraised value of $5,400.

Since the option consideration appears reasonable and is the best obtainable and your office recommends its acceptance, I have today approved the option pursuant to Section 6 of Departmental Order No. 2540, dated June 11, 1951 (16 F. R. 5896), as amended by Amendment 2, dated January 10, 1952 (17 F. R. 482), delegating authority to Assistant Directors of this Service to accept options. The approved option has been assigned Contract No. 14-10-0100-894.

One signed copy and two conformed copies of the approved option are attached. The signed copy should be delivered to the vendor, one conformed copy forwarded to the Superintendent, and the other retained for your record.

This Office will require a draft of the deed proposed to be executed in favor of the United States and its assigns conveying the land, an abstract or certificate of title in the form approved by the Department of Justice, and the usual possessory rights reports, all to be submitted to the Attorney General for his opinion as to the sufficiency of the title evidence.

(SGD) JACKSON E. PRICE

Assistant Director

In duplicate

Attachments 3

Copy to: Assistant Solicitor, National Parks
Mr. Bayliss
Mr. Dunn
Lands
Accounts--Mr. Manley Allen, with original and one copy of approved option. Please obligate the amount indicated for allotment by Budget.
Budget: Please allot the sum of $5,000 from Account 347. (See Mr. Dunn's memorandum of June 10)

CRWSmith:lt 6/13/58

Contract No. 14-10-0100-894

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service

OPTION TO SELL REAL ESTATE
TO
THE UNITED STATES GOVERNMENT

THE UNDERSIGNED, hereinafter known as the vendor, in consideration of the examination and appraisal of the land hereinbelow described by the United States and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree for himself, herself, or themselves, or heirs, administrators, executors and assigns, as follows:

(1) That at any time within **Six (6)** months from the date of this instrument, if requested so to do by an authorized representative of the United States, the said vendor will sell and at his, her, their, or its own expense, convey, free of all encumbrances whatsoever, to the United States or its nominee by proper deed of conveyance with general warranty of title, under conditions hereinafter provided, all of that tract or tracts of land situate and lying in the County of **Franklin**, State of **Virginia**, containing **One-hundred-eighty(180)** acres, more or less, and more particularly described as follows: **All of two tracts of land containing a total of 180 acres, more or less; the first tract, deeded to M.W. Lancaster, Copper Hill, Virginia, on 12-23-19 containing 111 1/3 acres, more or less, is recorded in the clerk's office of Franklin County in Deed Book No. 69 at page No. 159; the second tract; deeded to M.W. and Dora Lancaster, Copper Hill, Virginia, on 12-6-38 containing 68 1/2 acres, more or less, is recorded in the clerk's office of Franklin County in Deed Book No. 92 at page no. 60.**

(2) That the price at which said land will be sold to the United States as hereinbefore provided shall be $ Five thousand ($5,000.00)

(3) That in case the vendor is unable to show and establish title to the above-described lands satisfactory to the United States Government, then, and in that event, the vendor agrees that the United States may, in its discretion, institute condemnation proceedings for the acquisition of said lands and that the price hereinabove set forth is hereby agreed to by the vendor as to the value of the land to be acquired under said condemnation proceedings.

(4) That at the date of this instrument, the title to said lands is clear, free and unencumbered, except None

which said vendor agrees to have released and has the full right, power, and authority to convey to the United States an unencumbered fee simple title to the aforesaid lands.

(5) That, when requested by the proper representative of the United States, at any time after the exercise of this option in the manner hereinafter specified, the said vendor will promptly at his or her own expense, furnish an abstract of title which shall later be extended to include any instrument subsequently required to be recorded by the United States in connection with the title to said lands to show unencumbered fee simple title or a title certificate, and will also record the deed of conveyance and/or other necessary papers made pursuant to this instrument; provided, that if said vendor fails to furnish a proper abstract of title, or title certificate, within sixty (60) days after such request, then the United States may procure same at the expense of said vendor and deduct the cost thereof from the purchase price hereinabove set forth.

(6) That during the period covered by this instrument the said vendor does hereby grant to the officers and accredited agents and representatives of the United States, at all proper times, unrestricted right and privilege to survey or enter said lands for all proper and lawful purposes in connection with the negotiations for the acquisition thereof.

(7) That when the United States of America acting through the Secretary of the Interior, or other authorized representative, shall have approved and signed this option for the purchase of the lands as herein provided then, in that event, this instrument shall constitute a contract of bargain and sale between the parties hereto.

(8) The vendor or seller represents that he [ ] has, [X] has not, employed or retained a company or person (other than a full-time employee) to solicit or secure this contract and agrees to furnish information relating thereto as requested by the contracting officer. [Vendor or seller shall check the appropriate box in this statement and if a company or person has been employed or retained to procure this contract, Standard Form 119 shall be completed by the vendor or seller and appended hereto].

(9) No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing in this paragraph, however, shall invalidate this contract if made with a corporation for its general benefit."

In witness whereof I have set my hand and seal to these presents on this 10th day of January, 19 58.

Signed, sealed and delivered
in the presence of:
(2 witnesses to each signature)

Jessie J. Sutphin

William O. Hooper

Dora L Lancaster (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Approved June 18, 1958
(Date)

Jackson E. Price
Secretary of the Interior
Assistant Director, National Park Service

Appraiser's Report
of
180 acres of real estate located in Franklin County, Virginia, adjoining Pine Spur Recreation Area, owned by Mrs. Dora Lancaster, of Copper Hill, Virginia.

This is to certify that I have made an appraisal of the captioned land, which was optioned to the United States by Mrs. Dora Lancaster on the 10th day of January, 1958, to be used by the National Park Service as a recreation area. This is to further certify that I have no personal interest in the said property, nor am I related in any way by blood or marriage to the proposed seller, Mrs. Dora Lancaster.

The subject property, situate mostly on top of the Blue Ridge, adjoining the lands owned by the National Park Service on the South and East, Dr. Samuel Guerrant Estate on the North, and on the West by other lands of Dora Lancaster, consisting of two parcels containing in the aggregate 180 acres, more or less.

Considering the dark fertile soil, some cleared fields, the young poplar and pine timber, the number of bold flowing springs and streams (six in all), and the panoramic views from the various points on said land, I am of the opinion, and do so fix the value of said land at $30.00 per acre, or a total value for the boundary at $5,400.00.

Most of the subject land is accessable by farm roads now in evidence and more roads can be constructed at a minimum cost if needed. There are several acres of original growth timber on subject land, as well as a large quantity of growing timber, consisting chiefly of poplar and pine, which if not damaged or destroyed by fire should be worth the purchase price within a period of fifteen years.

Considering prices for farm products, and cost of production and marketing, I am of the opinion the highest and best use of the subject land is the growing timber. While the annual income from said land under

present conditions would be small, yet the price fixed above would be a sound long term investment.

In conclusion, I am of the opinion that the subject land is worth $5,400.00; that comparable land in the same community is selling for as much as $30.00 per acre; that the appraised price would be a sound long term investment.

I further certify that I have a High School education; that I was a merchant for thirty years; member and chairman of the Board of Supervisors for Floyd County for eight years; Treasurer of said County for fourteen years; Bank Director for twenty years (now President of the Bank of Floyd); Bank appraiser for six years; operate a farm in Floyd County; and have traded in timber lands since 1949.

Appraisal made May 13th, 1958.

Respectfully submitted:

W. C. King

Form NPS-L-1

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

WR copy

LAND OWNERSHIP RECORD

State Virginia

Tract No. Lancaster

County Franklin

Deed No. 88

Civil Subdivision Blackwater Magisterial District

Area 165.91 acres

Blue Ridge Parkway
Name of Park or Area

Area based on survey of J. E. Booth Date 1958

Pine Spur Recreation Area - Section 1-P
Section of Park or Area

Legal Description: All of that certain parcel of land, which is comprised of several tracts, situate, lying and being in Blackwater Magisterial District of Franklin County, Virginia, and more particularly described: All bearings in this description are from the true meridian. BEGINNING at N.P.S. Corner No. 87, a concrete monument located on the right-of way boundary of the Blue Ridge Parkway, and being approximately 600 feet left of Parkway center line Station 378+00, Section 1-P; thence along the common boundary of Pine Spur Tract 3 for four (4) courses as follows, N81° 28'E 550.41 feet to Corner No. 1, a black oak, said corner also being Corner E of Pine Spur Tract 3, S34° 41'E 705.34 feet to Corner No. 2, a white oak, said corner also being Corner F of Pine Spur Tract 3,

(continued on back of sheet)

Method of Acquisition: Purchase-Contract No. 14-10-0100-894 Appropriation or Source of funds: Water Rights

Cost (if purchased) or estimated value: $5,000

Acquired from: Dora S. Lancaster, et al. (12 signatures) by deed dated September 13, 1960. Recorded October 4, 1960, in Deed Book 180, page 111.

Accepted by Secretary (—x—) Opinion of Att'y. Gen.-title in U. S. (—x—) date: December 7, 1960

Assistant Director Toison

Physical Characteristics: Six bold flowing springs of potable water estimated flow 22.25 gals. per minute.

Improvements on Land at time of Acquisition:

Existing or outstanding special use permits, reservations, rights, or rights of way:

Report Based on: Deed and related papers

Prepared by: L. Tindal (in part) date: January 1961

Map References: Plat Dora S. Lancaster lands drawn by Newcomb 11/58 included in deed assembly.

Remarks:

31892

Legal Description (continued):

N86° 07'W 221.67 feet to Corner No. 3, an iron pin, said corner also being Corner G of Pine Spur Tract 3, S03° 01½'E 1090.91 feet to Corner No. 4, a fence post, said corner also being Corner H of Pine Spur Tract 3 and Corner No. 2 of Pine Spur Tract 4; thence leaving the common boundary of Pine Spur Tract 3 and with two (2) courses along the common boundary of Pine Spur Tract 4 as follows: S54° 54'E 495.00 feet to Corner No. 5, a 44-inch black oak, said corner also being Corner No. 1 of Pine Spur Tract 4, S03° 06'W 1122.0 feet to Corner No. 6, a concrete monument marked NPS S2, said corner also being Corner 12 of Pine Spur Tract 2; thence leaving the common boundary of Pine Spur Tract 4 and along the common boundary of Pine Spur Tract 2, S01° 33'E 1398.20 feet to Corner No. 7, a concrete monument marked NPS R5, said corner also being Corner B of Pine Spur Tract 2 and Corner No. 4 of Pine Spur Tract 16; thence leaving the common boundary of Pine Spur Tract 2 and with three (3) courses along the common boundary of Pine Spur Tract 16 as follows: N58° 29' E 141.40 feet to Corner No. 8, a concrete monument marked NPS R6, said corner also being Corner No. 5 of Pine Spur Tract 16, N45° 00'E 138.81 feet to Corner No. 9, a concrete monument marked NPS R7, said corner also being Corner No. 6 of Pine Spur Tract 16, N64° 08'E 556.89 feet to Corner No. 10, a concrete monument marked NPS R8, said corner also being Corner No. 7 of Pine Spur Tract 16; thence leaving the common boundary of Pine Spur Tract 16 and with twelve (12) courses as follows: N16° 52½' E 263.44 feet to Corner No. 11, a chesnut oak, N01° 54'W 584.91 (map shows 548.91' - C.J.H.) feet to Corner No. 12, a 42" poplar, N17° 30'E 214.46 feet to Corner No. 13, a rock pile, N64° 50½'W 442.32 feet to Corner No. 14, a 10" ash, N22° 52'W 378.07 feet to Corner No. 15, an iron pin, N65° 57'E 775.60 feet to Corner No. 16, a rock, N78° 27'E 181.50 feet to Corner No. 17, a point, S49° 59'E 485.35 feet to Corner No. 18, a 15" pine, S68° 04'E 286.02 feet to Corner No. 19, an iron pin, S49° 47½'E 108.63 feet to Corner No. 20, an iron pin at base of 10" chesnut oak, S71° 56½'E 267.52 feet to Corner No. 21, an iron pin in Rock pile, S82° 18½'E 82.50 feet to Corner No. 22, a concrete monument marked NPS R2, said corner also being Corner No. 1 of Pine Spur Tract 7; thence along the boundary of Pine Spur Tract 7, N01° 56'E 727.23 feet to Corner No. 23, a concrete monument marked NPS Y5, said corner also being Corner No. 2 of Pine Spur Tract 7 and Corner No. 5 of Pine Spur Tract 12; thence leaving the common boundary of Pine Spur Tract 7 and with three (3) courses as follows: N81° 49'W 198.00 feet to Corner No. 24, an iron pin, N58° 04'W 1171.50 feet to Corner No. 25, a point, N19° 24'E 269.04 feet to Corner No. 26, a concrete monument, said corner also being Corner No. 1 Pine Spur Tract 13; thence along the common boundary of Pine Spur Tract 13 for three (3) courses as follows: N02° 22½'E 905.06 feet to Corner No. 27, a concrete monument marked NPS W24, said corner also being Corner No. 2 of Pine Spur Tract 13, N66° 40½'E 450.06 feet to Corner No. 28, an iron pin, said corner also being Corner No. 3 of Pine Spur Tract 13, N79° 04½'E 141.50 feet to Corner No. 29, an iron pin, said corner also being Corner No. 4 of Pine Spur Tract 13; thence leaving the common boundary of Pine Spur Tract 13 and with nine (9) courses as follows: N17° 49½'W 222.19 feet to Corner No. 30, a chesnut hub, N57° 05'W 154.44 feet to Corner No. 31, a large rock, S57° 06'W 703.00 feet to Corner No. 32, a point, S77° 03'W 227.68 feet to Corner No. 33, marked birch on large rock, S67° 42½'W 116.49 feet to Corner No. 34, an iron pin in chesnut stump, N52° 47'W 2827.40 feet to Corner No. 35, wooden hub on edge of stream, S14° 01'W 800.16 feet to Corner No. 36, an iron pin, S55° 59'E 810.41 feet to Corner No. 37, a 24" gum, S15° 01'W 407.20 feet to point of BEGINNING, containing 165.91 acres, more or less, all being in Franklin County, Virginia.

Said description is by reference to a certain plat designated Section 1-P, Pine Spur Recreational Area, Blue Ridge Parkway National Parkway Survey, Scale: 1 inch = 400 feet.

Blue Ridge Parkway
Deed No. 88

Legal Description (continued):

The foregoing metes and bounds description is a composite of two parcels of land, which the United States has heretofore procured an option to purchase same from Dora S. Lancaster, and others. One of said parcels was conveyed to M. W. Lancaster by deed of Walter C. Conner and Mary Conner, his wife, dated December 23, 1919, and duly of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 69 at page 159. In said deed, the parcel was described as three separate tracts of land, one containing 84 acres, more or less, a second containing 15 1/3 acres, more or less, and the third containing 12 acres, more or less, and containing in aggregate 111 1/3 acres, more or less. The second parcel of land, was conveyed to M. W. Lancaster and Dora S. Lancaster by deed of C. W. Shockey and Mary G. Shockey, his wife, dated December 6, 1938, and duly of record in the Clerk's Office aforesaid in Deed Book 92 at page 60. Said parcel was therein described as being made up of four separate tracts. Tract 1 was conveyed as containing 50 acres, more or less; tract 2 was conveyed as containing 11 acres, more or less; tract 3 was conveyed as containing 6 1/2 acres, more or less; and, tract 4 was conveyed as containing 2 acres, more or less. The said four tracts of land comprise the parcel conveyed to M. W. Lancaster and Dora S. Lancaster was estimated to contain in aggregate 69 1/2 acres.

M. W. Lancaster died intestate, and his list of heirs, as of October 3, 1951, is duly of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Will Book 35 at page 122. M. W. Lancaster left surviving him Dora S. Lancaster, widow; Everett A. Lancaster, Warren L. Lancaster; Byrum L. Lancaster; Ina L. Houbert; Myrtle L. Moore, and Lera L. Young, children. All of these said individuals are of lawful age and sui juris.

This conveyance is made to the United States of America and its assigns for the use and enjoyment by the Blue Ridge Parkway, a division of the National Park Service of the Department of the Interior.

00-00-0000: abstract of title

Blue Ridge Tou
Water Distri

ABSTRACT OF TITLE

To a tract of land located in Locust Grove Magisterial District

of Floyd County, State of Virginia.

In the name of Mary Maude Poff Nichols

and containing 37 acres.

Described as follows, to-wit:

CAPTION

That certain tract, piece or parcel of land, with the buildings and improvements thereon, and the appurtenances thereunto belonging, situate, lying and being in Locust Grove Magisterial District, Floyd County, Virginia, and more particularly described:

Beginning at N.P.S. corner, No.87 (the beginning corner of Dora and M. V. Lancaster lands), thence with the Lancaster lines (as surveyed by J. E. Booth, September, 1958) N 81° 28' E, 550.41 feet to corner No. 1; thence S 34° 41' E, 703.34 feet to corner No. 2; thence N 86° 07' W, 221.67 feet to corner No. 3; thence S 03° 01½' E, 1,090.91 feet to corner No. 4, a corner of Pine Spur Tract No. 4 (W. L. Stump land); thence with Stump lines, S 40 W, 1,089 feet; thence S 10 W, 297' to Pine Spur Tract No. 2 (Cooper land); thence N 83° 12' W, 161.97' to Blue Ridge Parkway; thence with the East right of way line of the Blue Ridge Parkway, N 4° 13'E, 485.1 feet; N 10° 22'E 1,481.96 feet; and N 7° 5" W, 768.35 feet to the point of beginning.

Nature of Instrument: Deed — Recorded in: Clerk's Office, Circuit Court, Floyd County

Dated: 24 May 1955 — Book 76 Page 412

FROM	TO
Nichols, Joseph F.	Nichols, Mary Maude Poff

Consideration: love and affection

Covenants of title: general warranty — Acknowledgment: May 1, 1955 — Date of record: 28 May 1955

Conveys: see supra - not described in this deed

identical land to that referred to in the caption. Mary Maude Poff Nichols is the full name of Maude Nichols (name used in the execution of option)

Nature of Instrument: Deed — Recorded in: Floyd

Dated: 15 May 1937 — Deed Book 54 Page 367

FROM	TO
Hundley, Dewey S. and Rachel, his wife	Nichols, Joseph F.

Consideration: $1,290.00 VL released ($615.00)

Covenants of title: general warranty — Acknowledgment: 15 May 1937 — Date of record: 15 May 1937

Conveys:

not described, but same as page 1.

1 1 3

Nature of Instrument: Deed — Recorded in: Floyd

Dated: 29 April 1937 — Deed Book 54 Page 365

FROM	TO
Nichols, Rufus S., widower Joseph and Maude, wife Ezekiel C. and Ruth, wife Richard I. and Ollie May, wife See J. Banks and Beulah, wife below Dock and Mary, wife Robert and Ethel, wife	Hundley, Dewey S.

Consideration: $1,271.00 cash in hand paid

Covenants of title: general warranty — Acknowledgment: 29 April 1937 — Date of record: 14 May 1937

Conveys:

not described - but see page 1 (identical land)

recites was 53 acres less 16 conveyed for Blue Ridge Parkway to Commonwealth of Virginia

other grantors:

Conner, Ada and Posey, husband

Hundley, Rachel and Dewey S., husband

Wood, Addie and Willard, husband

all by Rufus S. Nichols, attorney in fact

To the personal knowledge of the abstractor, the named individuals are all of the heirs at law of said James I. Nichols, deceased.

Nature of Instrument: Power of attorney Recorded in: Floyd

Dated: 1 April 1937 Deed Book 54 Page 289

FROM	TO
Nichols, Rufus S., widower Joseph and Maude, wife Ezekiel C. and Ruth, wife Richard I. and Ollie May, wife J. Banks and Beulah, wife Dock and Mary, wife Robert and Ethel, wife	Rufus S. Nichols, attorney in fact from heirs at law of J. T. Nichols, deceased

Consideration: sell at public auctions

Covenants of title: _____ Acknowledgment: 1A3 April 1937 Date of record: 9 April 1937

Conveys:

other grantors:

Conner, Ada and Posey, husband

Hundley, Rachel and Dewey S., husband

Wood, Addie and Willard, husband

as heirs at law of J. T. Nichols, deceased

J. I. Nichols is correct - stenographer mis-read abstracter's handwritten notes. Have re-checked the deed book reference and it gives name as J. I. Nichols, rahter than J. T. - J. I. Is correct.

Nature of Instrument: Deed — Recorded in: Floyd

Dated: 3 June 1921 — Deed Book 44 Page 529

FROM	TO
Palmer, W. T. and Effie E., wife	James I. Nichols

Consideration: $3,000.00 cash in hand paid

Covenants of title: general warranty — Acknowledgment: 3 June 1921 — Date of record: 28 Nov. 1921

Conveys:

54 acres not described but includes the 37 acres described on page 1, this abstract

State of Virginia, County of Floyd - towits

To my own personal knowledge, W. T. Palmer, grantor in this deed is one andthe same person as Walter T. Palmer, to whom this the same realty was conveyed (see infra, page 7) by deed of Mahala A. Stump, et vir.

J. H. Poff - Abstracter

Sworn to and subscribed before me this 27 day of April, 1959.

Notary Public

My Commission expires:

includes

Book 1 Page 6

05-20-1914: deed: from husband to walter t. palmer

Nature of Instrument: Deed
Recorded in: Floyd Deed Book 40 Page 249
Dated: 20 May 1914

FROM	TO
Stump, Mahala E. and Calvin F., husband	Walter T. Palmer

Consideration $1,200.00 VL ($900.00) released

Covenants of title general warranty Acknowledgment 20 May 1914 & June 1914 Date of record 12 Nov. 1914

Conveys:

54 acres more or less - same as page 6, supra

01-01-1910: deed: from wife to stump, mahala e.

Nature of Instrument: Deed

Recorded in: Floyd

Dated: 1 January 1910

Deed Book 36 Page 291

FROM	TO
Cannady, Walter E. and Olivia C., wife	Stump, Mahala E.

Consideration: $1,200.00 cash in hand

Covenants of title: general warranty Acknowledgment: 8 Jan. 1910 Date of record: 19 Jan. 191

Conveys:

54 acres

Name—Part of name—Said as Name ____ Page ____ Item 1 Page 6

Details and specifications of other provisions in instrument

10-03-1891: deed: from wife to cannady, w. e.

Nature of Instrument: Deed
Dated: 3 October 1891
Recorded in: Floyd
Deed Book V Page 523

FROM	TO
Cannaday, A. A. and Della J., Wife	Cannady, W. E.

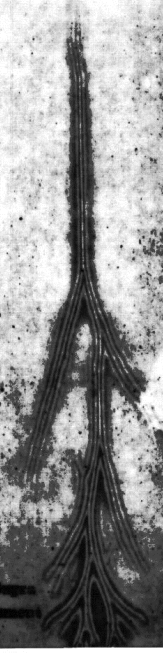
Consideration: $500.00 cash

Covenants of title: general warranty
Acknowledgment: 3 Oct. 1891
Date of record: 16 May 189[illegible]

Conveys:

80 acres - includes the 54 acres, which includes 37 acres as described on page 1

Abstracter has W. E. In his title Book and notes and this has been verified by reference to the deed. Error was in typing and was not caught in proofreading.



Same—Part of same—land as Items:
Pages:
Defects and reservations or other provisions in instrument affecting title:
ITEM 1
PAGE 9

Nature of Instrument: Deed — Recorded in: Floyd

Dated: 4 June 1887 — Deed — Book S — Page 669

FROM	TO
Cannaday, Walter E. (NMS)	Cannaday, Albert A.

Consideration $500.00 cash in hand

Covenants of title general warranty — Acknowledgment 4 June 1887 — Date of record 14 June 1887

Conveys:

80 acres - identical to 80 acres as referred to in page 9, supra.
This 80 acres includes the captioned land (37 acres).

Same—Part of same—land at times — Reserv.
Defects and reservations or other provisions in instrument affecting title

ITEM 1 PAGE 10

Nature of Instrument: Deed

Recorded in: Floyd

Dated: 19 February 1883

Deed Book R Page 89

FROM	TO
Gray, William B. and Martha, wife	Cannaday, Walter E.

Consideration $600.00 cash in hand

Covenants of title general warranty — Acknowledgment 19 Feb. 1883 — Date of record 23 June 1883

Conveys: A certain tract or piece of land lying and being in the Counties of Floyd and Franklin adjoining the lands of William and Peter Sowder, Guerrant and others and containing by survey 80 acres and is bounded as follows:

Beginning at a black oak on a spur of the mountain corner with Stewart Tinsley, N 58 W, 30 poles to a double chestnut; S 40 W, 66 poles to a stake (old corner been cut down); S 10 W, 18 poles to a stump - corner H. Reynolds land; N 87 W, 30 poles to pointers - corner William J. Sowder; thence new and division line N 10 E, 160 poles to double chestnut in a hollow; thence with the old line N 77 E, 34 poles to a spanish oak; S 40 E, 44 poles to chestnut on a ridge by an old field; S 79 E, 40 poles to pointers below a large rock; N 22 W, 14 poles to a chestnut oak and pointers; N 70 E, 44 poles to a chestnut near the Old road; S 27 W, 120 poles to point of beginning.

1 11

09-20-1880: deed

Nature of Instrument: Deed — Recorded in: Floyd

Dated: 28 September 1880 — Deed Book P Page 670

FROM	TO
Sowder, Rhoda (N M S) William J. and Lucinda, wife Peter A. (N M S) John (N M S)	Gray, William B.

Consideration $350.00 cash in hand

Covenants of title general warranty — Acknowledgment 4 Jan. 1881 — Date of record 11 Jan. 1881

Conveys:

80 acres identical land as 80 acres above identified. Please refer to page 9 for explantion and see also page 10.

Part of same land as Items — Pages — ITEM 1 — PAGE 12

Nature of Instrument: Deed

Recorded in: Floyd Deed Book G Page 324

Dated: 14 December 1853

FROM	TO
Sowder, William and Mary Ann, wife Gray, Eddy and Mary, wife	Sowder, Jacob and Rhoda

Consideration: $1.00

Covenants of title: special warranty Acknowledgment: 14 Dec. 1853 Date of record: May term 1854

Conveys:

220 acres more or less, part in Floyd and part in Franklin

this deed by heirs and representatives of Anthony Sowder, deceased

Same—Part of same—land as Name _____ Supra

ITEM 1 PAGE 13

Summary

We find fee simple title to the caption land, the subject of this abstract, to be vested in

Mary Maude Poff Nichols

subject to the following existing liens and defects, as shown by the records:

NATURE OF LIEN	DATE	IN FAVOR OF	AGAINST	ITEM NUMBER	AMOUNT
asement	12 May 1947	Applachian Electric Power Company	Mary Maude Poff Nichols- the subject realty	not abstracted WO No. 471/9209 Temp Proj #18 not platted exact location and extent not known	

Taxes paid through 1958

1959 assessment made to owner of record as of 1 January, 1959, but not due and payable until 5 December 1959.

Existing defects other than the above mentioned liens: This description is not based upon a physical survey of the subject tract, but by reference to other surveys and record descriptions. It is considered to be substantially correct.

The foregoing is a true abstract of the title to the above described lands, for the period therein indicated, as shown by the record of the Circuit Court of Floyd County, in the State of Virginia.

ITEM _____ PAGE 14

00-00-0000: certificate of abstractor

CERTIFICATE OF ABSTRACTOR

COUNTY OF FLOYD

STATE OF VIRGINIA

This certificate is made for the use and benefit of the United States of America and its assigns.

I, Joseph M. Poff, Abstractor, do herby certify that in the examination of the title to a certain tract of land containing 37 acres, more or less, and as described by metes and bounds in a certain deed dated February 27, 1959 from Mary Maude Poff Nichols and Joseph F. Nichols, her husband, said land situate, lying and being in Locust Grove Magisterial District, Floyd County, Virginia, and captioned in the appended abstract as a tract of land containing 37 acres conveyed to Mary Maude Poff Nichols, I have made a careful and diligent search for the following evidences of title:

1. For all grants or patents which in any manner relate to the land examined.

2. For all deeds, deeds of trust, mortgages, miscellaneous contracts, releases of homestead and dower, and cancellation, satisfaction and foreclosure of mortgages and deeds of trust appearing upon the public records relating thereto.

3. For all wills, administration of estates, probate or special proceedings and partition suits upon the records relating thereto.

4. For all attachments, judgments, decrees, lis pendens, judgment notes, suits, or other liens of any kind or character.

5. For a complete record of the lands listed for taxes and special assessments covering Federal, State, County and City and Township charges thereon which in any manner relate to said lands from the time for which said lands are liable for taxes down to the 27th of February, 1959.

6. For a complete list of the said lands returned delinquent or forfeited to the State for the non-payment of taxes, including tax to individuals or to the State, and the redemption thereof, and also sales made by the County or State for the said lands.

7. For any and all other evidences of title outside the records which tend to locate the said lands or identify the several owners thereof.

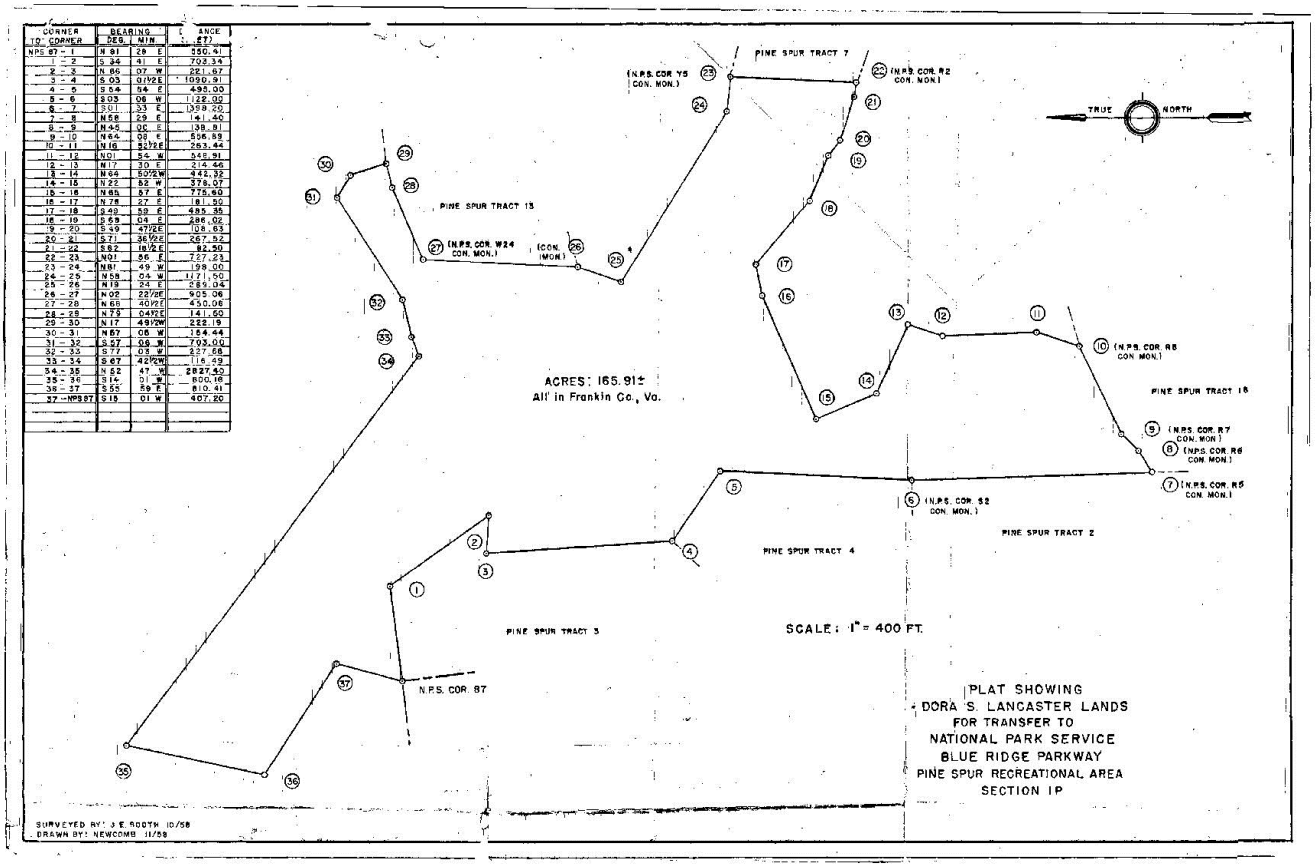
The foregoing abstract contains a full and complete extract of all of the essential parts of the several conveyances and evidences of title disclosed in the record.

There is nothing shown in or upon the public records that in any manner affects or bears upon the title to the land herein abstracted, except as shown on the pages or entries in said abstract.

Said abstract contains 1 to 24 entries, inclusive. Done on the 27th day of February, 1959.

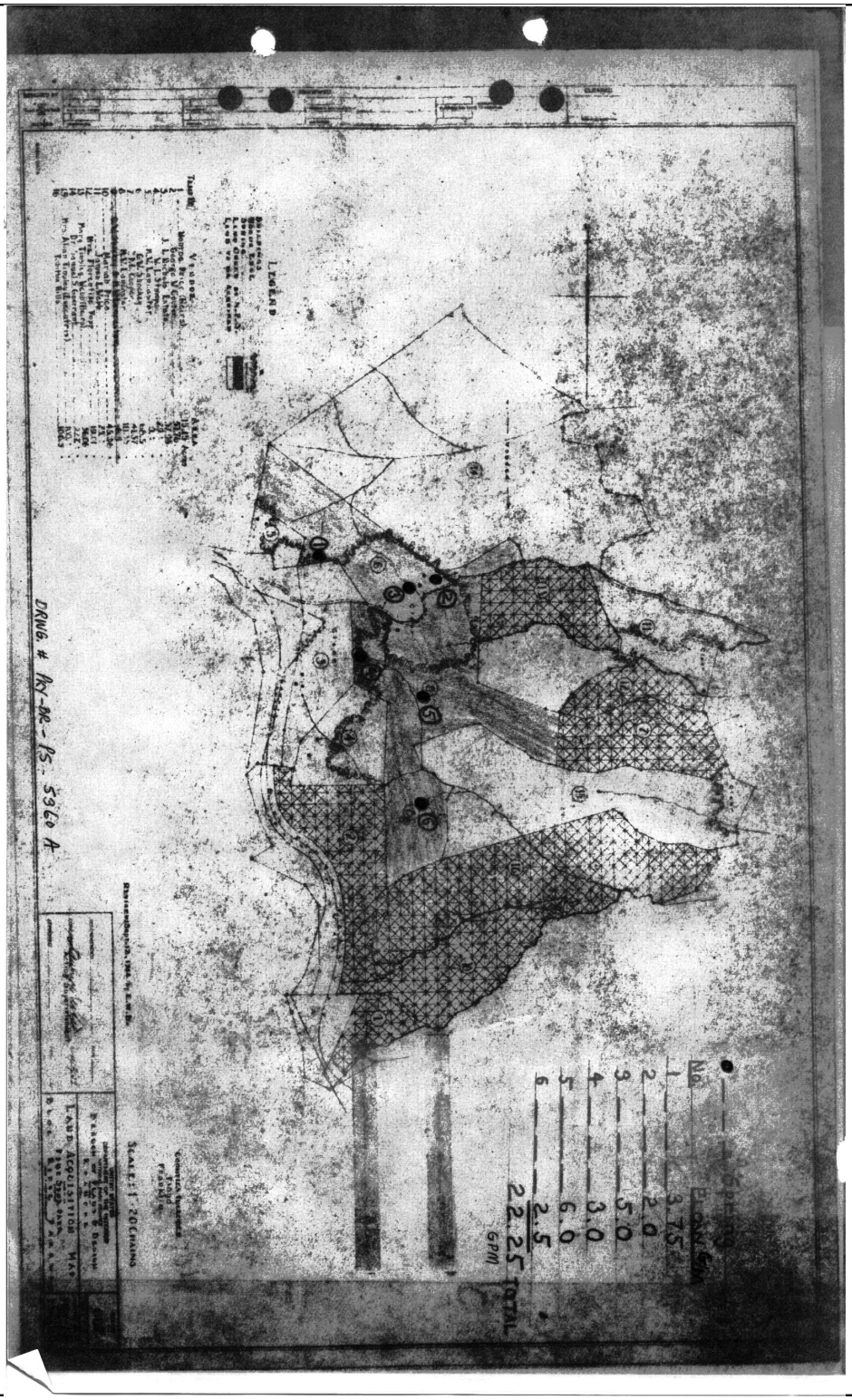
_____
Abstractor

11-00-1958: map of d.s. lancaster transfered lands and blue ridge parkway



CORNER TO CORNER	BEARING DEG.	MIN	DISTANCE (FT.)
NPS 87 - 1	N 91	28 E	550.41
1 - 2	S 44	41 E	702.34
2 - 3	N 86	07 W	221.67
3 - 4	S 03	01½E	1090.91
4 - 5	S 54	54 E	495.00
5 - 6	S 03	06 W	1122.00
6 - 7	S 01	33 E	1398.20
7 - 8	N 58	29 E	141.40
8 - 9	N 45	00 E	138.81
9 - 10	N 64	08 E	556.89
10 - 11	N 16	52½E	263.44
11 - 12	N 01	54 W	548.91
12 - 13	N 17	30 E	314.46
13 - 14	N 64	50½W	442.32
14 - 15	N 22	52 W	378.07
15 - 16	N 86	57 E	775.60
16 - 17	N 78	27 E	181.50
17 - 18	S 49	59 E	485.35
18 - 19	S 59	04 E	286.02
19 - 20	S 49	47½E	108.63
20 - 21	S 71	36½E	267.52
21 - 22	S 82	18½E	92.50
22 - 23	N 01	56 E	727.23
23 - 24	N 81	49 W	198.00
24 - 25	N 58	04 W	1171.50
25 - 26	N 19	24 E	289.04
26 - 27	N 02	22½E	905.06
27 - 28	N 65	40½E	450.06
28 - 29	N 73	04½E	141.50
29 - 30	N 17	49½W	222.19
30 - 31	N 57	06 W	184.44
31 - 32	S 57	06 W	703.00
32 - 33	S 77	03 W	227.58
33 - 34	S 67	42½W	116.49
34 - 35	N 52	47 W	2827.50
35 - 36	S 14	01 W	800.16
36 - 37	S 55	59 E	810.41
37 - NPS 87	S 19	01 W	407.20

00-00-0000: land aquisition map



Docket Information

Number of Documents in Docket 54

Documents Dated from 12/14/1853 to 1/15/1961

Docket Compiled: 6/13/2016