



**Blue Ridge Land  
& Auction Co., Inc**

## TERMS OF AUCTION

**AUCTION FOR** – Pamela A. Varney (+/- 1 Acre & improvements), (+/- .46 Acre & improvements) & (+/- .62 Acres & improvements)

**AUCTION LOCATION** – Online Only at [VaAuctionpro.com](http://VaAuctionpro.com)

**AUCTION DATE** – Ending Wednesday November 11, 2020 at 4 pm

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

**Offering** – 48 College Drive, Bluefield VA 24605

1. +- 1 Acres & Improvements; Oakland Heights in Tazewell County; Tax Map # 025A-02-000C; Deed Book 923 Page 931; 48 College Drive Bluefield VA 24605
2. +- 0.46 Acres; Oakland Heights in Tazewell County; Tax Map # 025A-02-000B; Deed Book 923 Page 931; 48 College Drive Bluefield VA 24605
3. +/- 0.62 Acres: Oakland Heights in Tazewell County; Tax Map # 025A-02-000A Deed Book 923 Page 931; College Drive Bluefield VA 24605

### **General Terms and Conditions**

**10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$10,000.**

**BIDDER REGISTRATION** – **Register Now**, or online prior to auction at [VaAuctionPro.com](http://VaAuctionPro.com)

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered “**AS IS, WHERE IS, WITH ALL FAULTS.**” To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties’ rights, responsibilities, and remedies with respect to any sale of the Property and all related matters.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make a **\$10,000 Earnest Money** on **November 11<sup>th</sup>, 2020**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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

**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

**Choice of Law, Jurisdiction, and Venue** – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

**MISCELLANEOUS** – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

**Bidder Acknowledgement** – By signing below you hereby agree to the **Terms of Auction**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## Agent Detail Report - Residential Detached - Tazewell County

MLS # 410124

Address 48 College DR, Bluefield, VA 24605



**Apx Acreage** 2.080  
**Subdivision** None  
**Levels** Two or More  
**Master on Main** Yes  
**# Rooms** 11  
**Bedrooms** 4  
**Full Baths** 4  
**Half Baths** 1  
**Is the Water On?** Yes  
**Appearance**

**Status** Active  
**Condo Level**  
**County** Tazewell  
**Year Built/Source** 1981 / Public Record  
**School District** Tazewell County  
**Elementary School** Dudley Primary  
**Middle School** Graham  
**High School** Graham  
**Is the Power On?** Yes



**Start Showing Date**

[Schedule a Showing](#)

**Directions** Take I-77 N to exit 1 onto 52 N towards Bluefield. In 2 miles, keep left on 460 W. In 5.4 miles, turn right onto Commerce Drive. Continue onto College Drive. The home will be on your left in about 0.5 miles.

**Public Remarks** Online Only Auction Happening Now & Ending @ 4 PM November 11th. Price is starting bid, not reserve. This property features a large home, a detached garage with an overhead apartment, a metal work building, an indoor pool and more! Prepare meals in the spacious open kitchen with corian counter tops and custom cabinetry. Relax after a long day in the family room which has a stunning gas log fireplace, high ceilings and skylights. The main level also holds a master bedroom with a huge master bath with his and hers walk in closets. There is a spiral staircase which provides access to the indoor pool, sauna and exercise room. Upstairs you will find 3 other bedrooms and 2 full baths which are accessed by a balcony looking over the family room. On the lower/basement level there is there is a large entertainment room with a bar area and a wine room. There is a 28x36 A-Frame garage with a 1 bedroom apartment, great to host guests. Bid Online Now!

<b>Apx Total Fin SqFt</b>	8,522	<b>Apx Upper SqFt Fin</b>	1,420	<b>Apx Bsmnt SqFt Fin</b>	4,614
<b>Apx Main SqFt Fin</b>	2,488	<b>Apx Lower SqFt Fin</b>		<b>Apx Upper SqFt Unfin</b>	
<b>Apx Bsmnt SqFt Unfin</b>	0	<b>Apx Main SqFt Unfin</b>	768	<b>Apx Lower SqFt Unfin</b>	
<b>Total Gross Building Area</b>	9,290				

Patio Dim/Descrip	ROCK	Porch Dim/Descrip	COVERED	Deck Dim/Descrip	REAR
<b>Air Conditioning</b> Heat Pump <b>Appliances</b> Double Oven, Microwave, Refrigerator, Wine Storage <b>Fireplace</b> Family Room <b>Flooring</b> Ceramic Tile, Hardwood <b>Garage/Carport</b> Double Detached, Double Attached, Detached <b>Exterior Finish</b> Stone, Wood <b>Heating</b> Heat Pump <b>Style/Structure/Home</b> Contemporary <b>Roofing</b> Shingle			<b>Basement</b> Finished, Full, Outside Access, Rec Room/Game Room, Walk Out <b>Exterior</b> Balcony, Blacktop Driveway, Gazebo, In Ground Pool, <b>Features</b> Insulated Glass, Quality Landscaping, Storage Shed, Patio <b>Interior Features</b> Custom Cabinets, Custom Countertops, Extra Storage, Guest Suite, Laundry on Main, Skylight, Steam/Sauna, Vaulted Ceiling, Walk-in Closet(s), Wet Bar <b>Miscellaneous</b> Apartment <b>Sewer</b> Septic <b>Water</b> Public Water <b>Water Heater</b> Electric		

<b>Legal Description</b>	TRACT "A", 0.62 ACRE OAKLAND HEIGHTS; TRACT "B", 0.46 ACRE OAKLAND HEIGHTS; TRACT "C", 1.00 ACRE OAKLAND HEIGHTS				
<b>Parcel Nbr</b>	025A02000A,B,C	<b>Taxes</b>	\$3,981.00	<b>LotSize</b>	90604.8
<b>Deed Bk/Pg Instrumnt</b>		<b>Tax Year</b>	2019	<b>Lot Size Source</b>	
<b>Zoning</b>		<b>Short Sale</b>	No	<b>Lender or Govt Ownd</b>	No

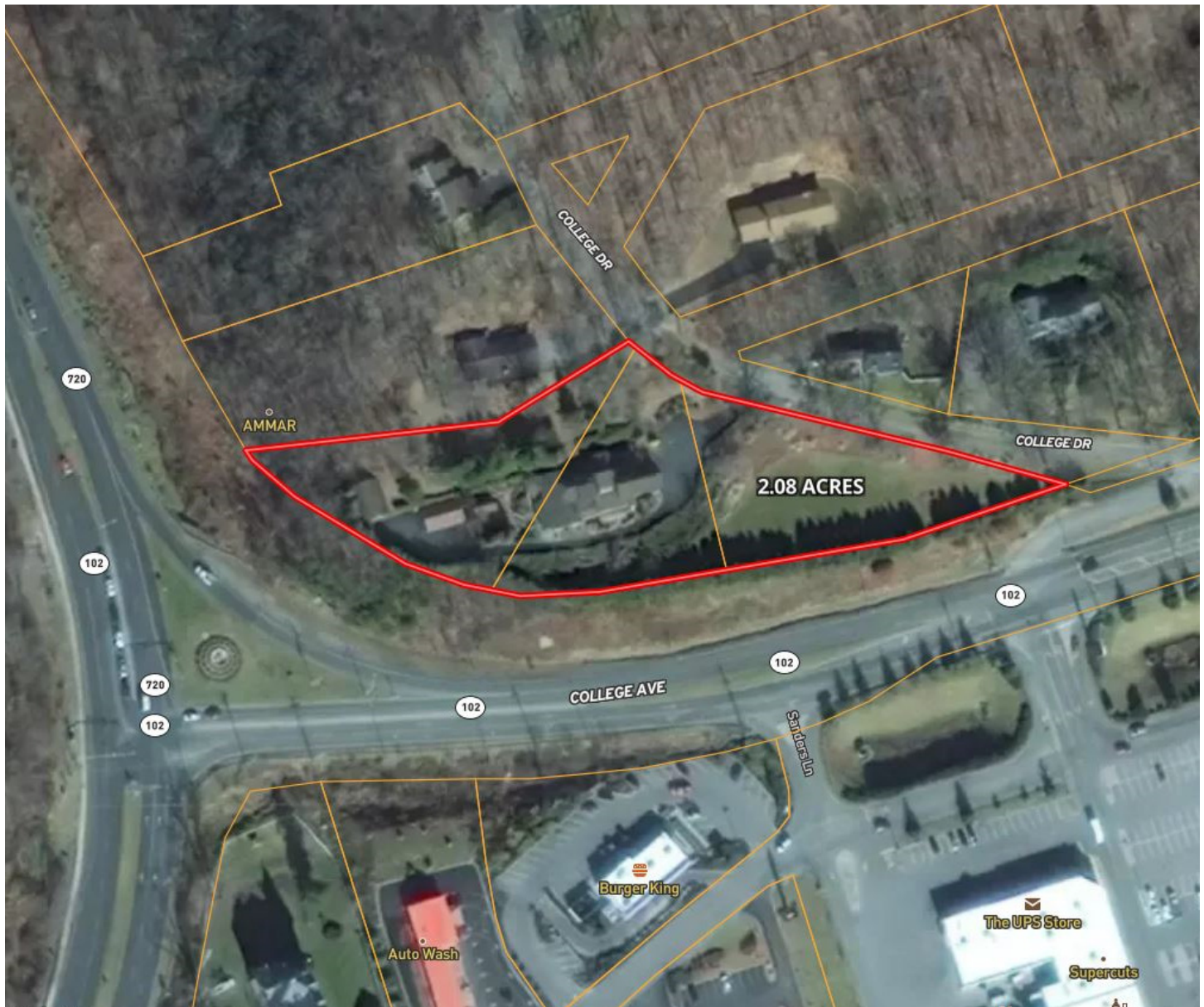


# Aerial Map



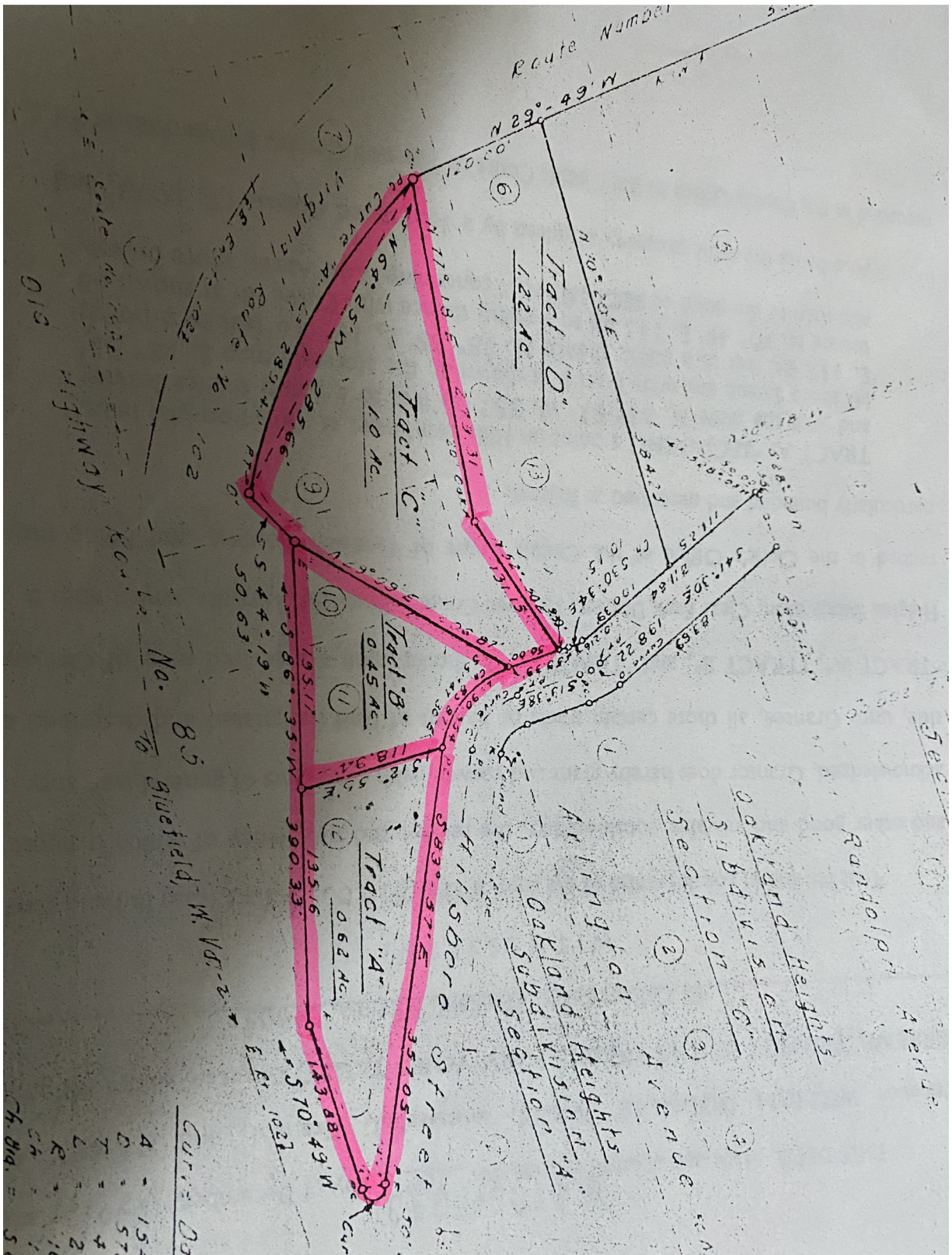


# Aerial with GIS property lines



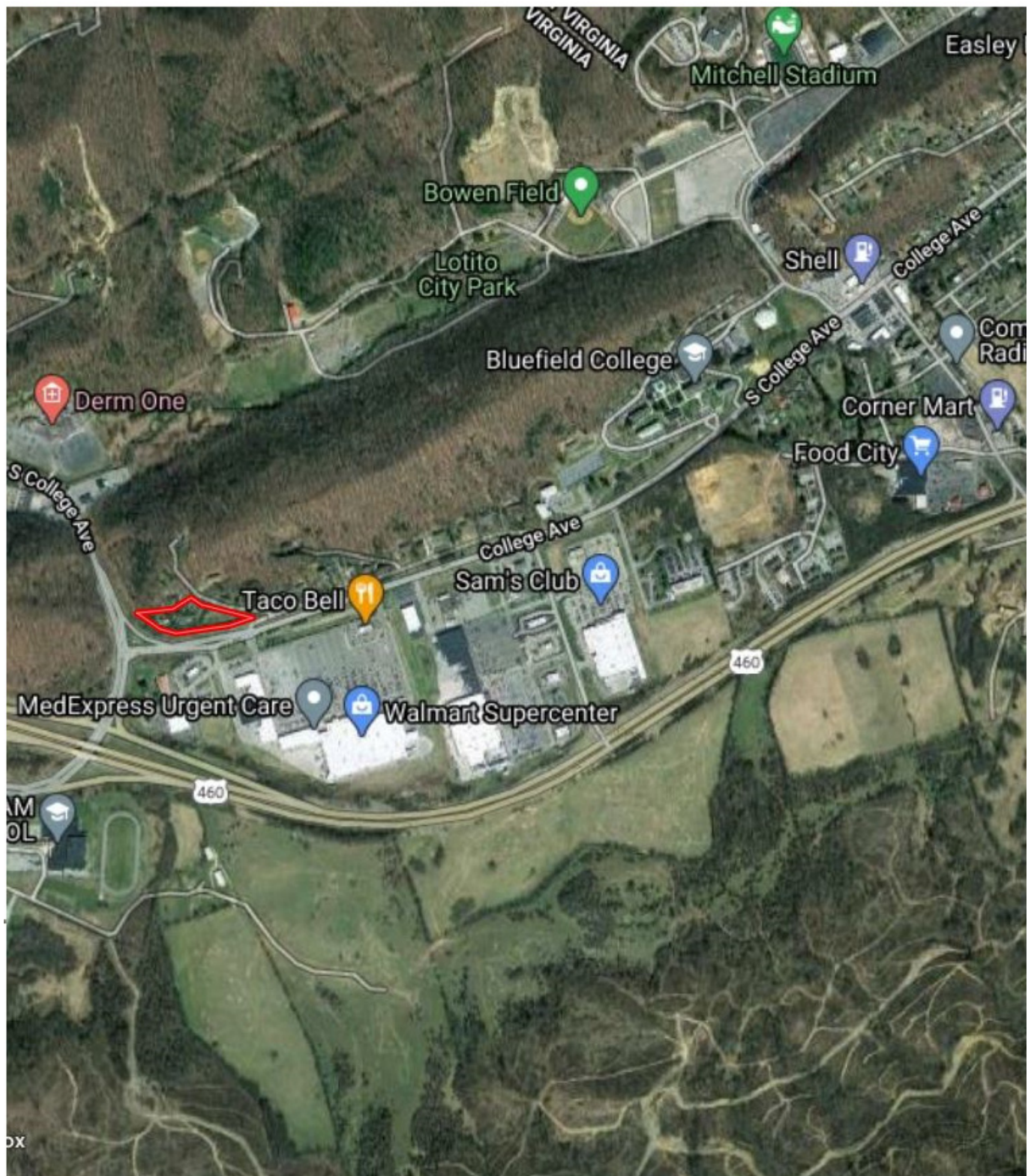


# Survey





# Neighborhood Aerial Map

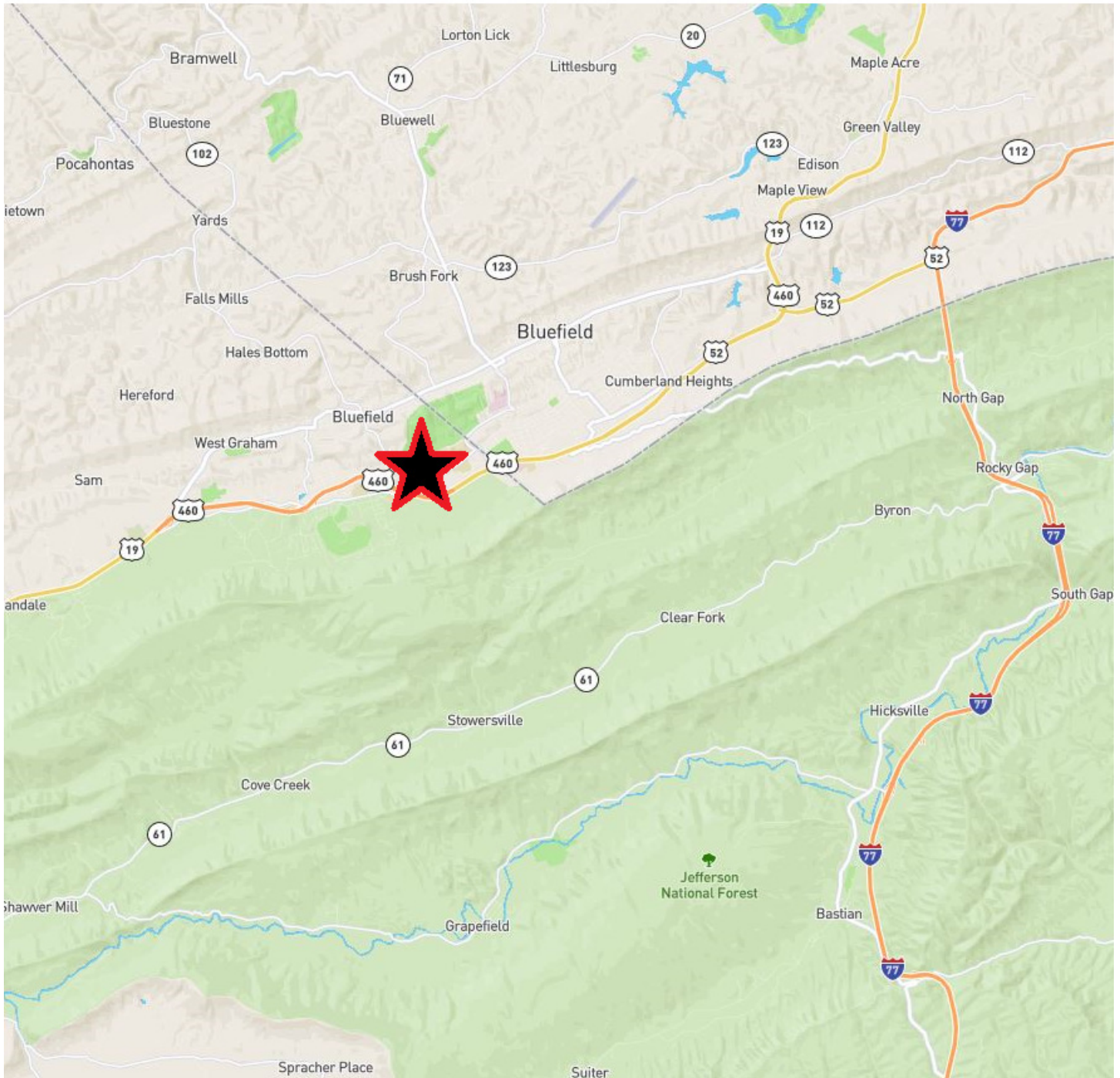






**Auction Services**

# Location Map





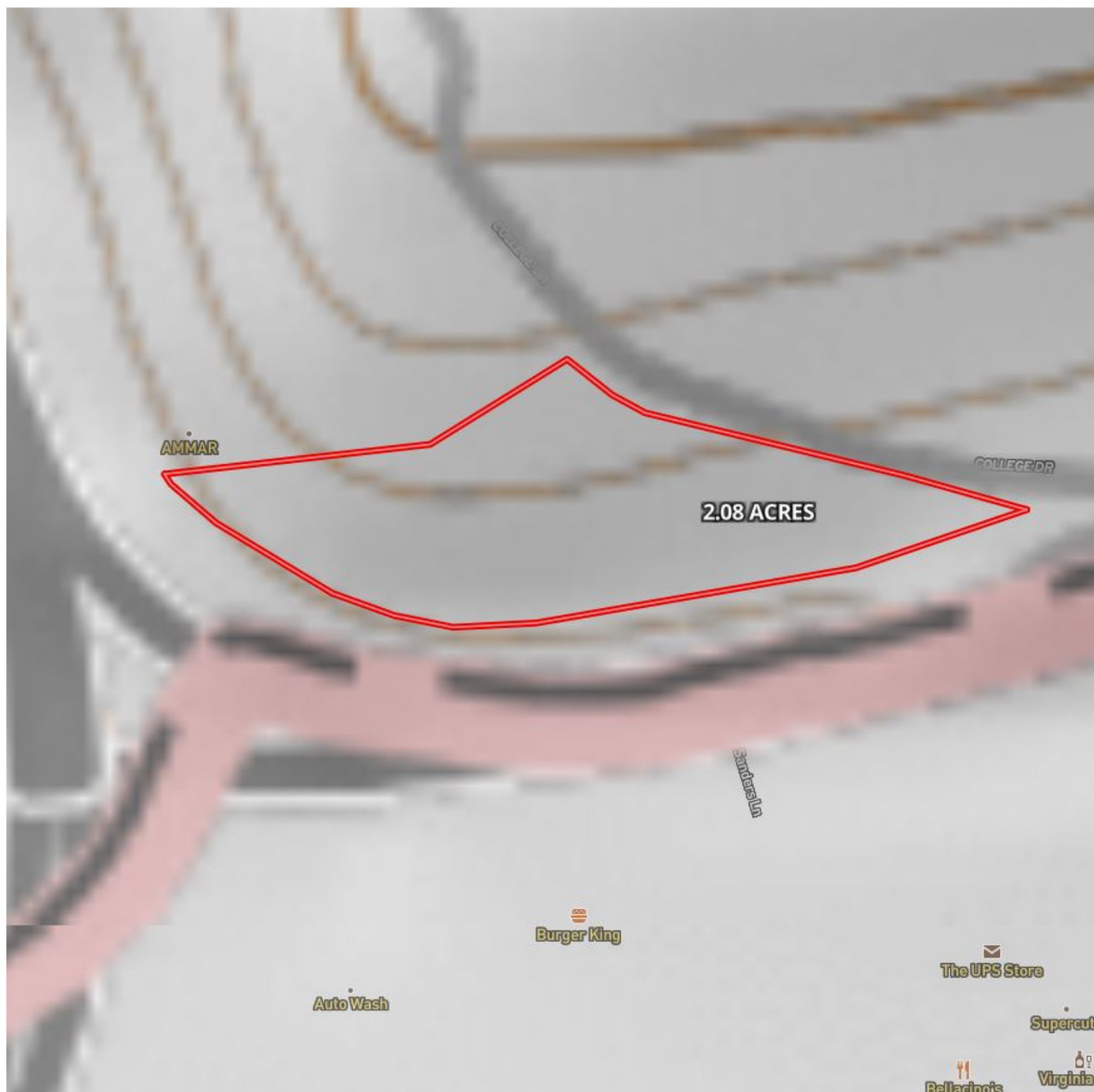


**Auction Services**

# 3D Map



# Topo Map



# Floorplan

## Ground Level

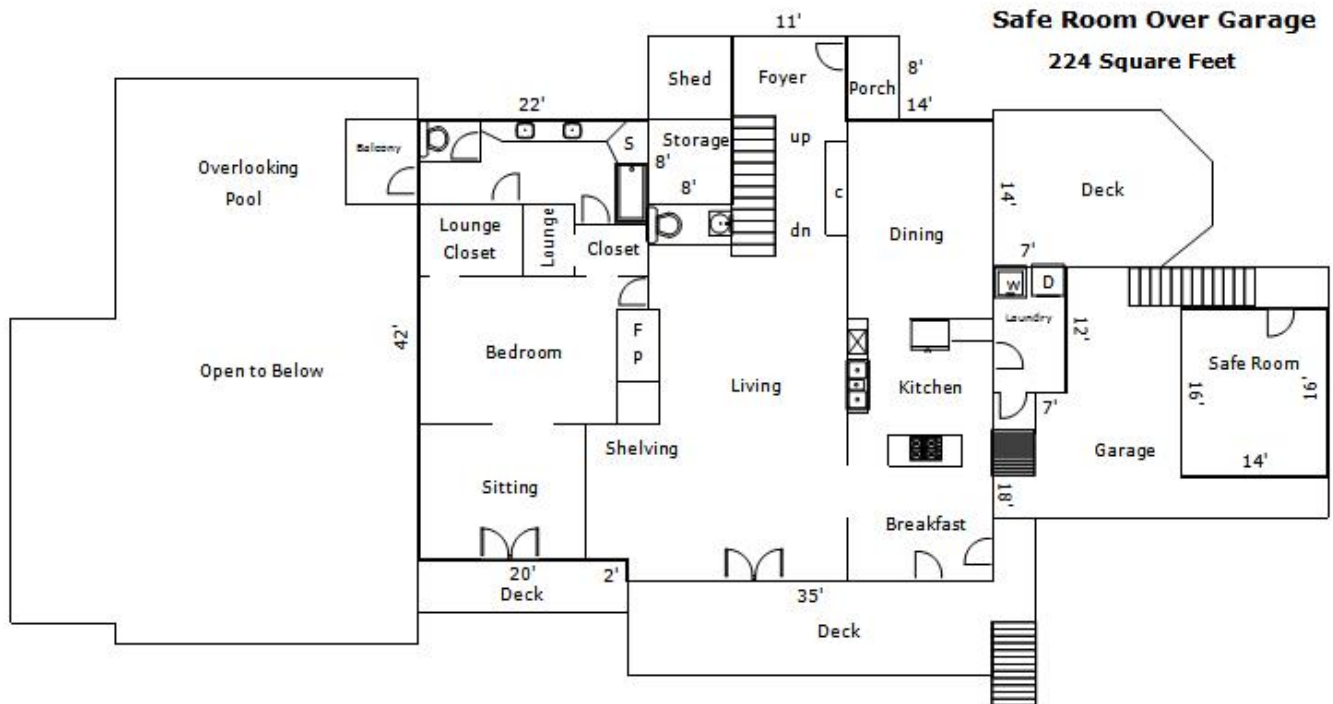
### Square Footage

Ground Level = 2,488  
 Upper Level = 1,196  
 Basement = 4,614  
 Room over Garage = 224

Total Living = 8,522

Garage = 768

**Ground Level**  
**2,488 Square Feet**



# Basement Floorplan

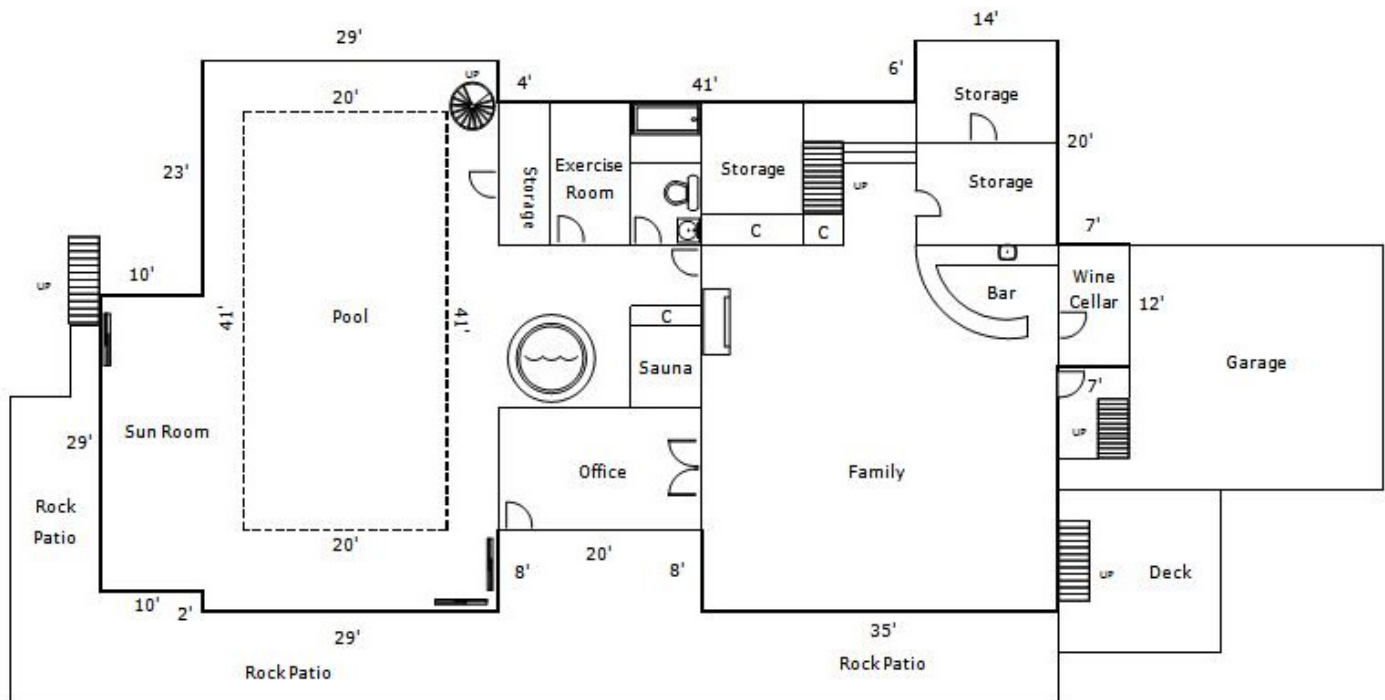
## Square Footage

Ground Level =	2,488
Upper Level =	1,196
Basement =	4,614
Room over Garage =	224

Total Living = 8,522

Garage = 768

**Basement  
4,614 Square Feet**





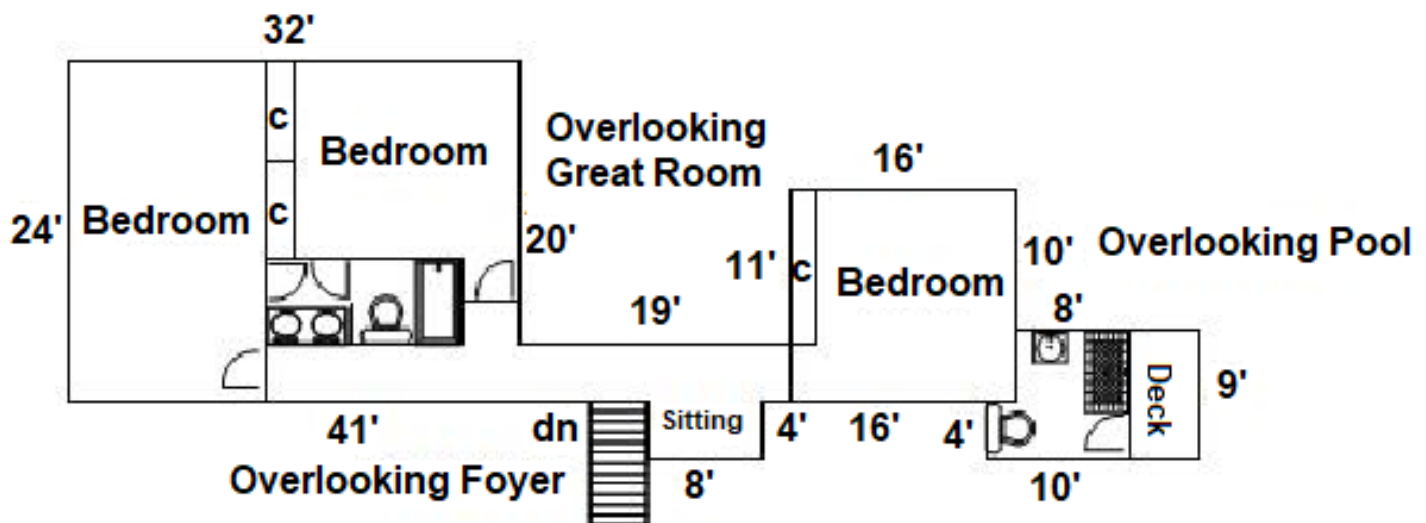
# Floorplan

## Upper Level

**Second Level**  
**1,196 Square Feet**

### Square Footage

Ground Level =	2,488
Upper Level =	1,196
Basement =	4,614
Room over Garage=	224
<b>Total Living =</b>	<b>8,522</b>
<b>Garage =</b>	<b>768</b>





Tazewell County*VamaNet*

Virginia Mass Appraisal Network

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[Home](#) [Legal](#) [Contact VamaNet](#) [Commissioners](#) [Localities](#) [FAQs](#) [About this Site](#)**Property Information - Tax Map# 025A 02 000C - Account# 8899****Property Owner:**  
Varney, Pamela A.**Legal Description:**  
Tract "c", 1.00 Acre  
Oakland Heights**Owners Address:**  
270 Orange St  
Tazewell, Va 24651**Prior Assessment:**

683,400

**Total Land Area:**  
1.00Acres**Assessment Values:****Building 1**

534,243

**Other Improvements:**

82,752

**Land Value:**

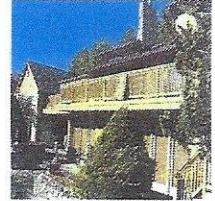
60,000

**Calculated Value:**

676,995

**Rounded Taxable Value:**

677,000

**Physical Location:**  
48 College Dr  
Bluefield, Va 24605**Magisterial District:**  
Town Of Bluefield[View Pictures](#)  
(Building 1)[View Sketch](#)  
(Building 1)

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**-Property Information- -Sales Information-**

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**Sales Information - Tax Map# 025A 02 000C**

Name	Sales Date	Sales Price	Instrument	Grantor
Varney, Pamela A.	6/15/2012	Not On File	Deed: 923 / 931	Varney, Ernest E. & Pamela A.
<b>Transaction History:</b>				
Varney, Ernest E. & Pamela A.	10/07/2004	\$650,000 ( 2parcels)	Deed: 923 / 931	Greene, Nancy A., Trustee Of The
Greene, Nancy A., Trustee Of The	12/10/1999	\$690,000	Deed: 0786 / 934	William Douglas Evans (db 473-332)

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Varney, Pamela A.**Legal Description:**  
Tract "b", 0.46 Acre  
Oakland Heights**Owners Address:**  
270 Orange St  
Tazewell, Va 24651**Assessment Values:**

<u>Building 1</u>	0
<u>Other Improvements:</u>	0
<u>Land Value:</u>	4,100
<u>Calculated Value:</u>	4,100
<u>Rounded Taxable Value:</u>	4,100

**Total Land Area:**  
0.46Acres**Physical Location:**  
48 College Dr  
Bluefield, Va 24605**Magisterial District:**  
Town Of Bluefield

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Name	Sales Date	Sales Price	Instrument	Grantor
Varney, Pamela A.	6/15/2012	Not On File	Deed: 923 / 931	Varney, Ernest E. & Pamela A.

**Transaction History:**

Varney, Ernest E. & Pamela A.	10/07/2004	\$650,000	Deed: 923 / 931	Greene, Nancy A., Trustee Of The
Greene, Nancy A., Trustee Of The	12/10/1999	\$690,000	Deed: 0786 / 934	William Douglas Evans (db 474-475)

[-Property Information-](#) [-Sales Information-](#)

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# VamaNet

## Virginia Mass Appraisal Network

[Home](#) [Legal](#) [Contact VamaNet](#) [Commissioners](#) [Localities](#) [FAQs](#) [About this Site](#)**Property Information** - Tax Map# 025A 02 000A - Account# 8901**Property Owner:**  
Varney, Pamela A.**Legal Description:**  
Tract "a", 0.62 Acre  
Oakland Heights**Owners Address:**  
270 Orange St  
Tazewell, Va 24651**Assessment Values:**Building 1 0Other Improvements: 0Land Value: 5,600Calculated Value: 5,600Rounded Taxable Value: 5,600**Physical Location:**  
Not On File**Magisterial District:**  
Town Of Bluefield

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Tazewell County

**VamaNet**

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[FAQ](#)
[About this Site](#)
**Sales Information - Tax Map# 025A 02 000A**

Name	Sales Date	Sales Price	Instrument	Grantor
Varney, Pamela A.	6/15/2012	Not On File	Deed: 923 / 931	Varney, Ernest E. & Pamela A.
<b>Transaction History:</b>				
Varney, Ernest E. & Pamela A.	10/07/2004	\$650,000 ( 2parcels)	Deed: 923 / 931	Greene, Nancy A., Trustee Of The
Greene, Nancy A., Trustee Of The	12/10/1999	\$690,000	Deed: 0786 / 934	William Douglas Evans (db 512-185)

[-Property Information-](#)
[-Sales Information-](#)

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Friday, September 11, 2020

## LOCATION

**Property Address** 48 College Dr  
Bluefield, VA 24605-1736

**Subdivision** Oakland Heights Sub

**County** Tazewell County, VA

## PROPERTY SUMMARY

**Property Type** Residential

**Land Use** Single Family Urban

**Improvement Type** Dwelling

**Square Feet** 5999

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** 025A 02 000C 008899

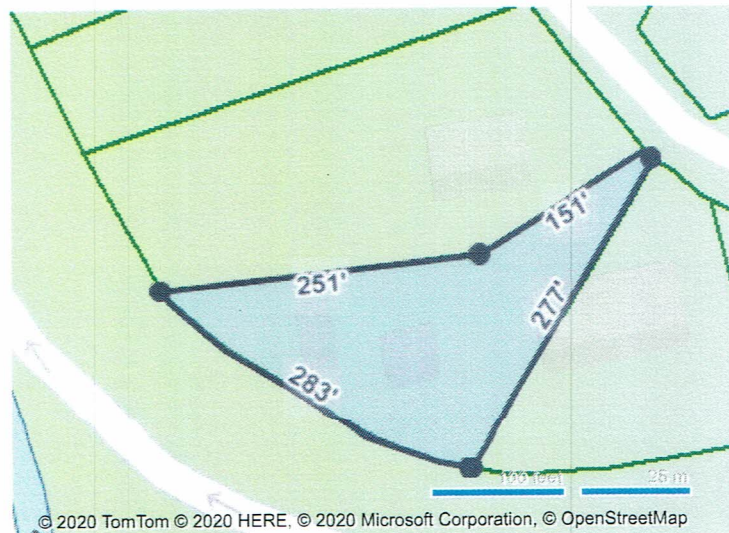
**Alternate Parcel ID** 8899

**Account Number**

**District/Ward** 04

**2010 Census Trct/Blk** 202/3

**Assessor Roll Year** 2019



## CURRENT OWNER

**Name** Varney Pamela A

**Mailing Address** 270 Orange St  
Tazewell, VA 24651-5329

## SALES HISTORY THROUGH 09/01/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/15/2012		Varney Pamela A	Varney Ernest E & Pamela A		3	923/931

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2019	Assessment Year	2019
Appraised Land	\$60,000	Assessed Land	\$60,000
Appraised Improvements	\$617,000	Assessed Improvements	\$617,000
Total Tax Appraisal	\$677,000	Total Assessment	\$677,000
		Exempt Amount	
		Exempt Reason	

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	\$1,269.38	\$3,926.60	\$5,195.98
2018	\$1,269.38	\$3,926.60	\$5,195.98
2017	\$1,281.38	\$3,758.70	\$5,040.08
2016	\$1,281.38	\$3,758.70	\$5,040.08
2015	\$1,281.38	\$3,758.70	\$5,040.08
2014	\$1,281.38	\$3,758.70	\$5,040.08
2012	\$1,281.38	\$3,895.38	\$5,176.76

## MORTGAGE HISTORY

No mortgages were found for this parcel.

## PROPERTY CHARACTERISTICS: BUILDING

**Building # 1**

9/11/2020

CRS Data - Property Report for Parcel/Tax ID 025A 02 000C

008899

Type	Dwelling	Condition	Good	Units	
Year Built	1981	Effective Year		Stories	1.7
BRs	4	Baths	4 F 1 H	Rooms	10
Total Sq. Ft.	5,999				
Building Square Feet (Living Space)					

**Building Square Feet (Other)**

Full Basement  
 Addition 90  
 Addition 1656  
 Base Section 4253  
 Brick Patio 2800  
 Deck 500  
 Frame Garage 400  
 Porch 45  
 Porch 77

**- CONSTRUCTION**

Quality		Roof Framing	Gable
Shape		Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	Carpet
Foundation	Cinderblock	Interior Finish	Drywall
Floor System		Air Conditioning	Central Air Conditioning
Exterior Wall	Wood Siding	Heat Type	Heat Pump
Structural Framing		Bathroom Tile	
Fireplace	Y	Plumbing Fixtures	

**- OTHER**

Occupancy	Building Data Source
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**PROPERTY CHARACTERISTICS: EXTRA FEATURES**

Feature	Size or Description	Year Built	Condition
Picnic She	432		AVERAGE
Fr Gar	28X36		AVERAGE
Garage-Metal	24X40		GOOD

**PROPERTY CHARACTERISTICS: LOT**

Land Use	Single Family Urban	Lot Dimensions	
Block/Lot		Lot Square Feet	43,560
Latitude/Longitude	37.240153°/-81.259017°	Acreage	1

**PROPERTY CHARACTERISTICS: UTILITIES/AREA**

Gas Source	No	Road Type	Paved
Electric Source	Electric	Topography	Rolling/Sloping
Water Source	Public	District Trend	
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

**LEGAL DESCRIPTION**

Subdivision	Oakland Heights Sub	Plat Book/Page	
Block/Lot		District/Ward	04
Description	Tract C, 1.00 Acre Oakland Heights		

## FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	51185C0232D	02/18/2011

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# MLS Tax Suite™

Powered by CRS Data

Friday, September 11, 2020

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Bluefield, VA 24605-1736

**Subdivision** Oakland Heights Sub

**County** Tazewell County, VA

## PROPERTY SUMMARY

**Property Type** Residential

**Land Use** Single Family Urban

**Improvement Type**

**Square Feet**

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** 025A 02 000B 008898

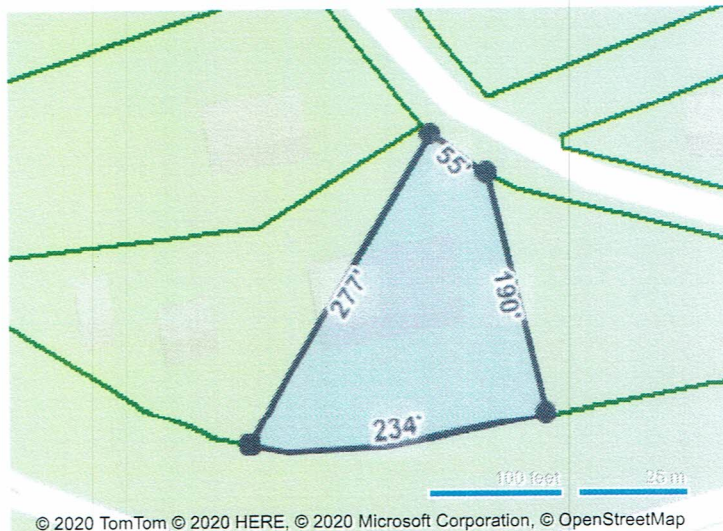
**Alternate Parcel ID** 8898

**Account Number**

**District/Ward** 04

**2010 Census Trct/Blk** 202/3

**Assessor Roll Year** 2019



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## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2019	Assessment Year	2019
Appraised Land	\$4,100	Assessed Land	\$4,100
Appraised Improvements		Assessed Improvements	
Total Tax Appraisal	\$4,100	Total Assessment	\$4,100
		Exempt Amount	
		Exempt Reason	

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	\$7.69	\$23.78	\$31.47
2018	\$7.69	\$23.78	\$31.47
2017	\$7.69	\$22.55	\$30.24
2016	\$7.69	\$22.55	\$30.24
2015	\$7.69	\$22.55	\$30.24
2014	\$7.69	\$22.55	\$30.24
2012	\$7.69	\$23.37	\$31.06

## MORTGAGE HISTORY

No mortgages were found for this parcel.

## PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.



## PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

## PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Urban	Lot Dimensions	
Block/Lot		Lot Square Feet	20,038
Latitude/Longitude	37.240100°/-81.258429°	Acreage	0.46

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	No	Road Type	Paved
Electric Source	No Electric	Topography	Rolling/Sloping
Water Source	Public	District Trend	
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

## LEGAL DESCRIPTION

Subdivision	Oakland Heights Sub	Plat Book/Page	
Block/Lot		District/Ward	04
Description	Tract B, 0.46 Acre Oakland Heights		

## FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	51185C0232D	02/18/2011

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Information Deemed Reliable But Not Guaranteed.



Friday, September 11, 2020

## LOCATION

**Property Address** College Dr  
VA

**Subdivision** Oakland Heights Sub

**County** Tazewell County, VA

## PROPERTY SUMMARY

**Property Type** Residential

**Land Use** Single Family Urban

**Improvement Type**

**Square Feet**

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** 025A 02 000A 008901

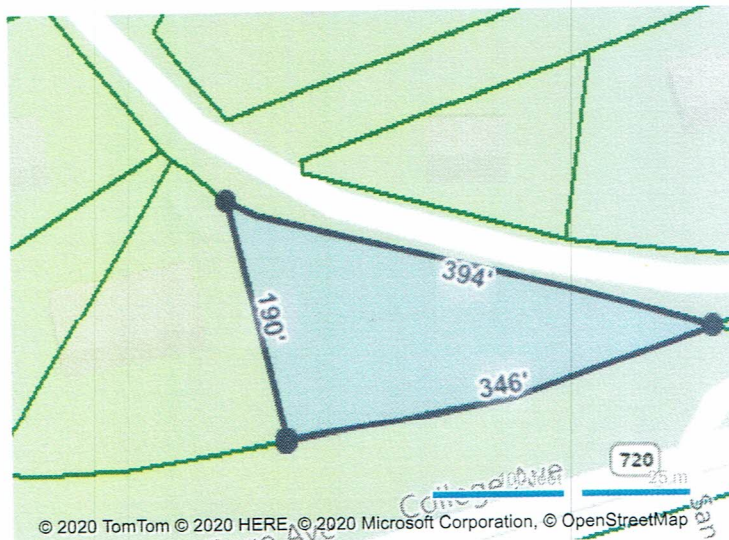
**Alternate Parcel ID** 8901

**Account Number**

**District/Ward** 04

**2010 Census Trct/Blk** 202/3

**Assessor Roll Year** 2019



## CURRENT OWNER

**Name** Varney Pamela A

**Mailing Address** 270 Orange St  
Tazewell, VA 24651-5329

## SALES HISTORY THROUGH 09/01/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/15/2012		Varney Pamela A	Varney Ernest E & Pamela A		3	923/931

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount
Appraisal Year	2019	Assessment Year	2019
Appraised Land	\$5,600	Assessed Land	\$5,600
Appraised Improvements		Assessed Improvements	
Total Tax Appraisal	\$5,600	Total Assessment	\$5,600
		Exempt Amount	
		Exempt Reason	

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	\$10.50	\$32.48	\$42.98
2018	\$10.50	\$32.48	\$42.98
2017	\$10.50	\$30.80	\$41.30
2016	\$10.50	\$30.80	\$41.30
2015	\$10.50	\$30.80	\$41.30
2014	\$10.50	\$30.80	\$41.30
2012	\$10.50	\$31.92	\$42.42

## MORTGAGE HISTORY

No mortgages were found for this parcel.

## PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

## PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

## PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Urban	Lot Dimensions	
Block/Lot		Lot Square Feet	27,007
Latitude/Longitude	37.240144°/-81.257725°	Acreage	0.62

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	No	Road Type	Paved
Electric Source	No Electric	Topography	Rolling/Sloping
Water Source	Public	District Trend	
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

## LEGAL DESCRIPTION

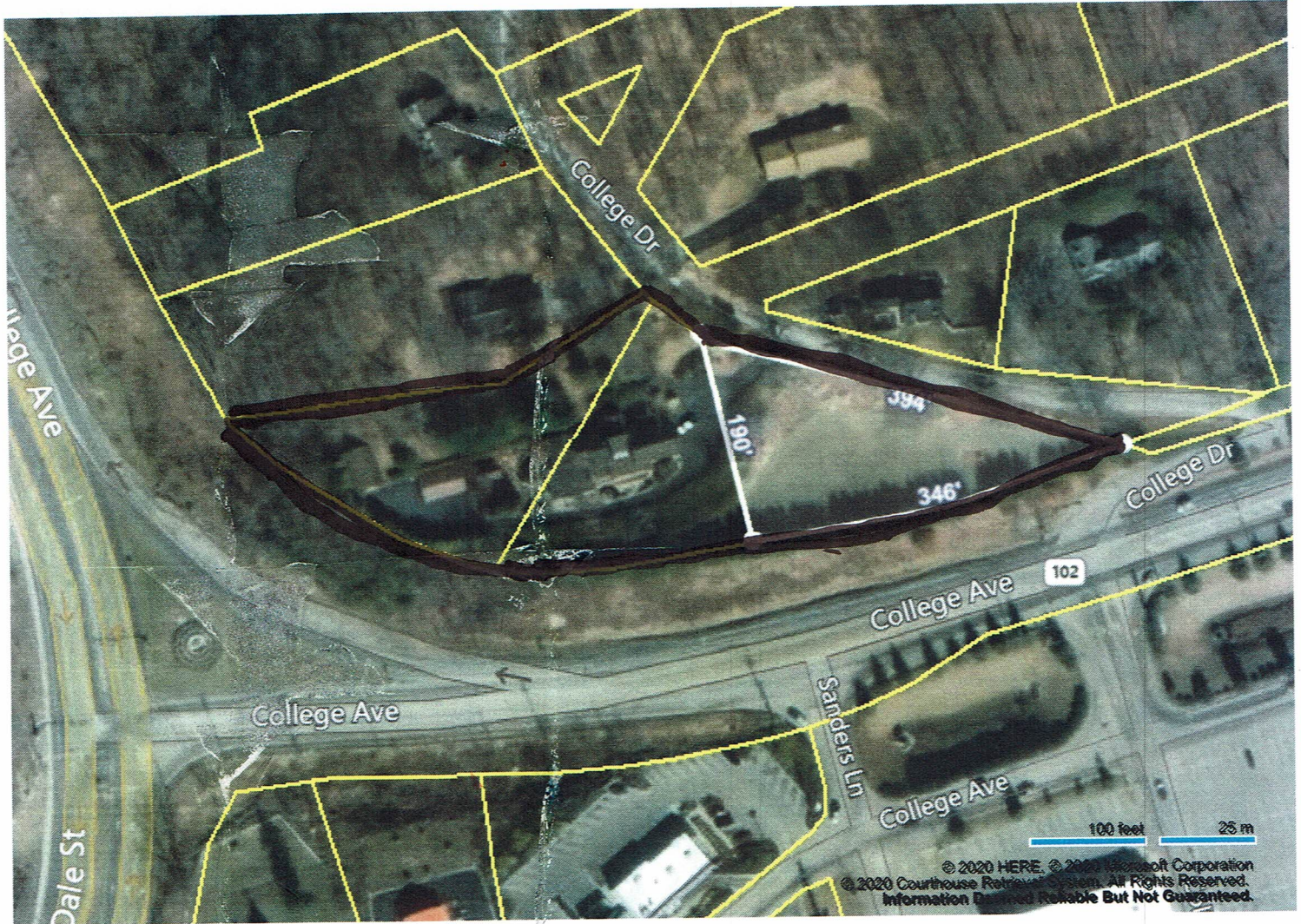
Subdivision	Oakland Heights Sub	Plat Book/Page	
Block/Lot		District/Ward	04
Description	Tract A, 0.62 Acre Oakland Heights		

## FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	51185C0232D	02/18/2011

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## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **November 11th, 2020**, between **Pamela A. Varney**, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

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(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

**2. Legal Description –**

- 1. +/- 1 Acres & Improvements; Oakland Heights in Tazewell County; Tax Map # 025A-02-000C; Deed Book 923 Page 931  
48 College Drive Bluefield VA 24605**
- 2. +/- 0.46 Acres; Oakland Heights in Tazewell County; Tax Map # 025A-02-000B; Deed Book 923 Page 931  
48 College Drive Bluefield VA 24605**
- 3. +/- 0.62 Acres; Oakland Heights in Tazewell County; Tax Map # 025A-02-000A  
Deed Book 923 Page 931  
College Drive Bluefield VA 24605**

**Commonly known as – 48 College Drive Bluefield VA 24605**

**3. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows:

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(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

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

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



4. **Deposit.** Purchaser has made a deposit with Auction Company, of \$10,000

(hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. **Settlement Agent and Possession.** Settlement shall be made at Attorney of Purchaser's Choice on or before December 28<sup>th</sup>, 2020 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

**6. Required Disclosures.**

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

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

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

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

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

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

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

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

#### NOTICE

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

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

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

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

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

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

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1981 and lead base paint disclosure is not required.

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

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

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

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

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

## 7. Standard Provisions.

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

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

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

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

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

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

- (e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.
- (f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.
- (g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.
- (h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
- (i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

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

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



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

\_\_\_\_\_  
Pamela A. Varney (Seller) 11/11/2020

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
(Purchaser signature) 11/11/2020

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
(Purchaser signature) 11/11/2020

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

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



## SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES webpage ([http://www.dpor.virginia.gov/News/Residential\\_Property\\_Disclosures/](http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/)) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page ([http://www.dpor.virginia.gov/News/Residential\\_Property\\_Disclosures/](http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/)). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

- (a) The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection and a residential building energy analysis as defined in § 54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
- (b) The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
- (c) The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
- (d) The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
- (e) The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
- (f) The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
- (g) The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
- (h) The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
- (i) The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Department of Conservation and Recreation's Flood Risk Information, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
- (j) The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and
- (k) The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ [15.2-5152](#) et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems



necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § [15.2-5157](#), but in any event, prior to settlement pursuant to such contract.

- (l) The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
- (m) The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumscos soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
- (n) The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
- (o) The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
- (p) The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
- (q) The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

Pamela A. Varney

10/06/2020

\_\_\_\_ (Date)

\_\_\_\_ (Date)

\_\_\_\_ (Date)

\_\_\_\_ (Date)

## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

### ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property - whenever the property is to be sold or leased with an option to buy - to provide notification to the purchaser of any disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

**PROPERTY ADDRESS/ 48 College Drive, Bluefield, VA 24605**  
**LEGAL DESCRIPTION: +- 2.08 Acres; DB 923 Page 931**

The purchaser is advised of the disclosure listed in the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** located on the Real Estate Board webpage at:  
[http://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Pamela A. Varney  
Owner  
**Pamela A. Varney**  
10/06/2020

Owner

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date



# ROANOKE VALLEY ASSOCIATION OF REALTORS®



## RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT

Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for treatment beyond the level of treatment provided by the existing onsite sewage system when operating properly or (ii) a new requirement for pressure dosing, the Owner may request a waiver from such requirements. The Commissioner shall grant any request for such waiver, unless he finds that the failing system was installed illegally without a permit. Any such waivers shall be recorded in the land records of the clerk of the circuit court in the jurisdiction in which the property on which the relevant onsite sewage system is located. Waivers granted hereunder shall not be transferable and shall be null and void upon transfer or sale of the property on which the onsite sewage system is located. Additional treatment or pressure dosing requirements shall be imposed in such instances when the property is transferred or sold.

The Owner of the relevant property shall disclose that any operating permit for the onsite sewage system that has been granted a waiver authorized by this subsection shall be null and void at the time of transfer or sale of the property and that the Board's regulatory requirements for additional treatment or pressure dosing shall be required before an operating permit may be reinstated.

**The Owner(s) acknowledges that the Broker has informed the Owner of the Owner's rights and obligations with respect to the information above. The Owner(s) certify that they( ) have ( X ) have not been granted a waiver from the Board. In the event the Owner has been granted a waiver, the Owner shall provide a separate disclosure form that acknowledges such waiver.**

Property Address / **48 College Drive, Bluefield, VA 24605**

Legal Description: **+/- 2.08 Acres; DB 923 Page 931**

10/06/2020

<u>Pamela A. Varney</u>			
Owner	Date	Owner	Date
Pamela A. Varney			

**NOTE TO PURCHASER(S):** Pursuant to Section 32.1-164.1:1, the Owner is required to deliver the Disclosure, if applicable, to the Purchaser prior to the acceptance of a real estate purchase contract with respect to the Property. If disclosure is applicable and is delivered to the purchaser after the acceptance of the real estate purchase contract, the purchaser's sole remedy shall be to terminate the real estate purchase contract at or prior to the earliest of the following: (i) three days after delivery of the disclosure in person; (ii) five days after the postmark if the disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the purchaser; (iii) settlement upon purchase of the property; (iv) occupancy of the property by the purchaser; (v) the execution by the purchaser of a written waiver of the purchaser's right of termination under this chapter contained in a writing separate from the real estate purchase contract; or (vi) the purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

**The Purchaser(s) acknowledges that the Broker has informed the Purchaser of the Purchaser's rights and obligations with respect to this disclosure.**

Purchaser	Date	Purchaser	Date

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