



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

TERMS OF AUCTION

AUCTION FOR – Jerry Kelly Frazier, Jr.

AUCTION LOCATION – Online at <http://www.VaAuctionPro.com>

AUCTION DATE – Wednesday, August 4th, 2021 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 – 210 Huckleberry Lane, Narrows, VA 24124

+/- 1.011 Acres; Parcel ID # 24-72E; Deed Instrument # 2013000718

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 \$5,000.

BIDDER REGISTRATION – **Registration begins online** prior to auction at <http://www.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 which is not negotiable. Contract is not subject to purchaser obtaining financing. 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. The sale must close within 45 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make a **\$5,000 Earnest Money Deposit** on **August 4th, 2021**. 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 _____



Auction Services

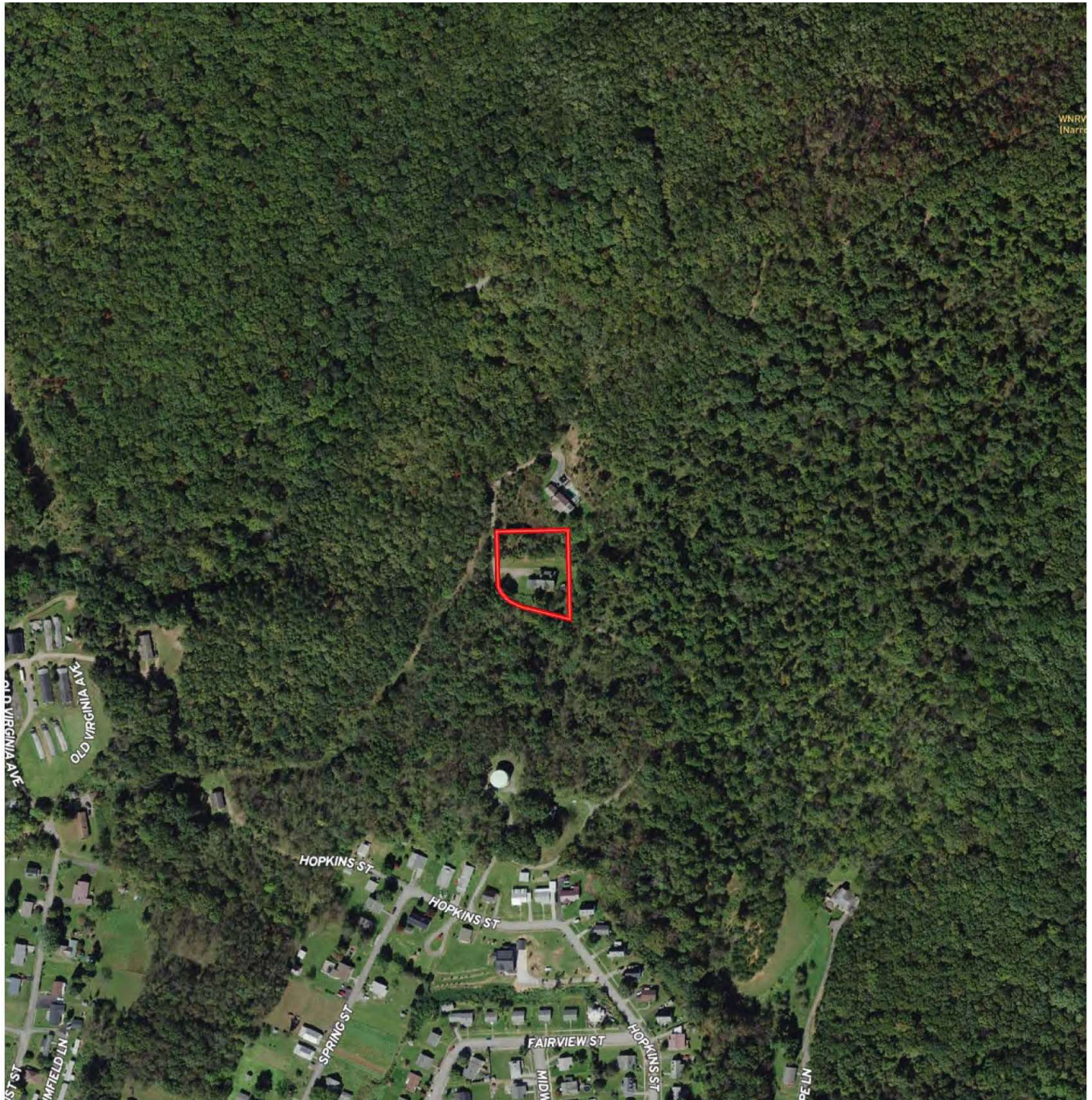
Aerial Map





Auction Services

Neighborhood



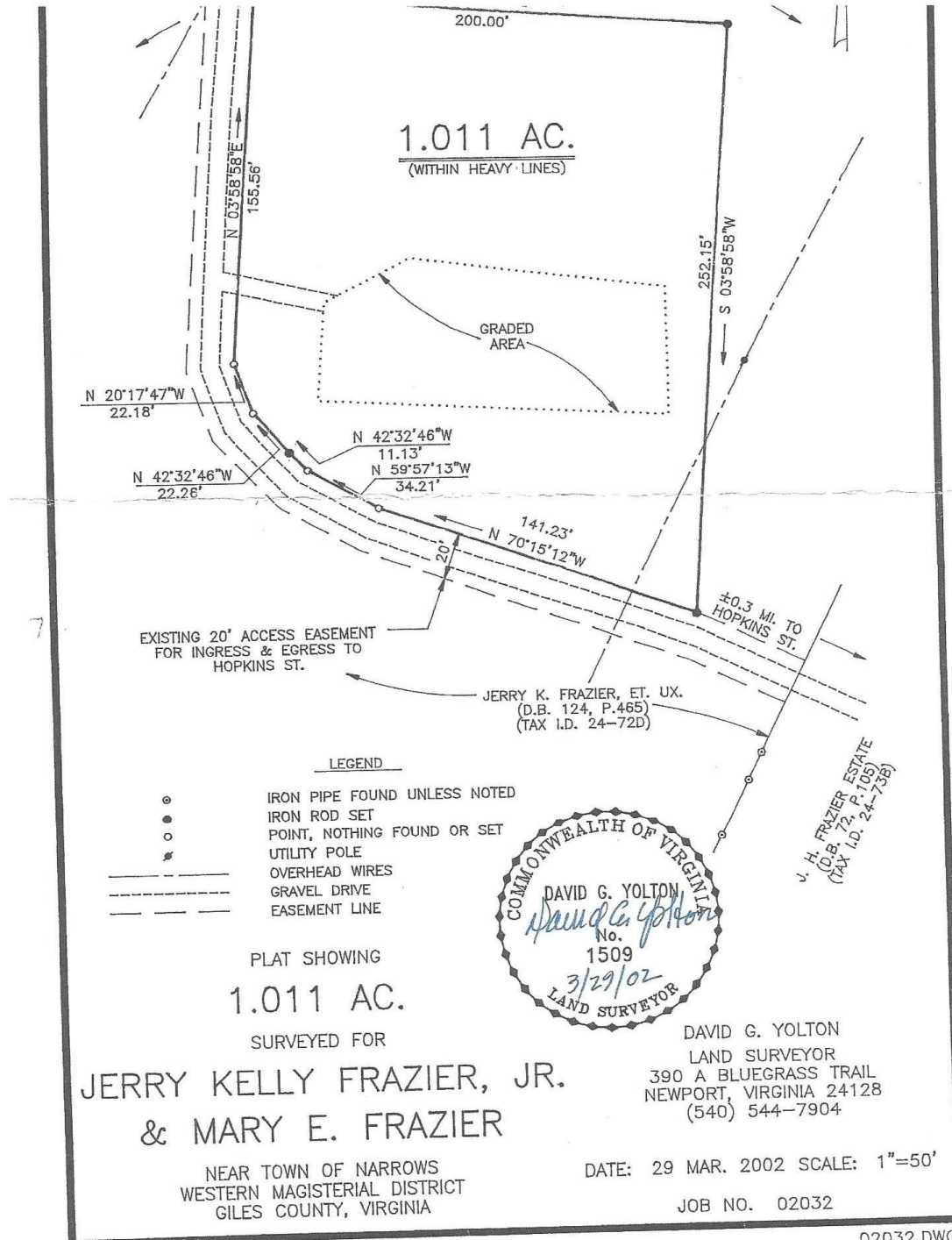


Auction Services

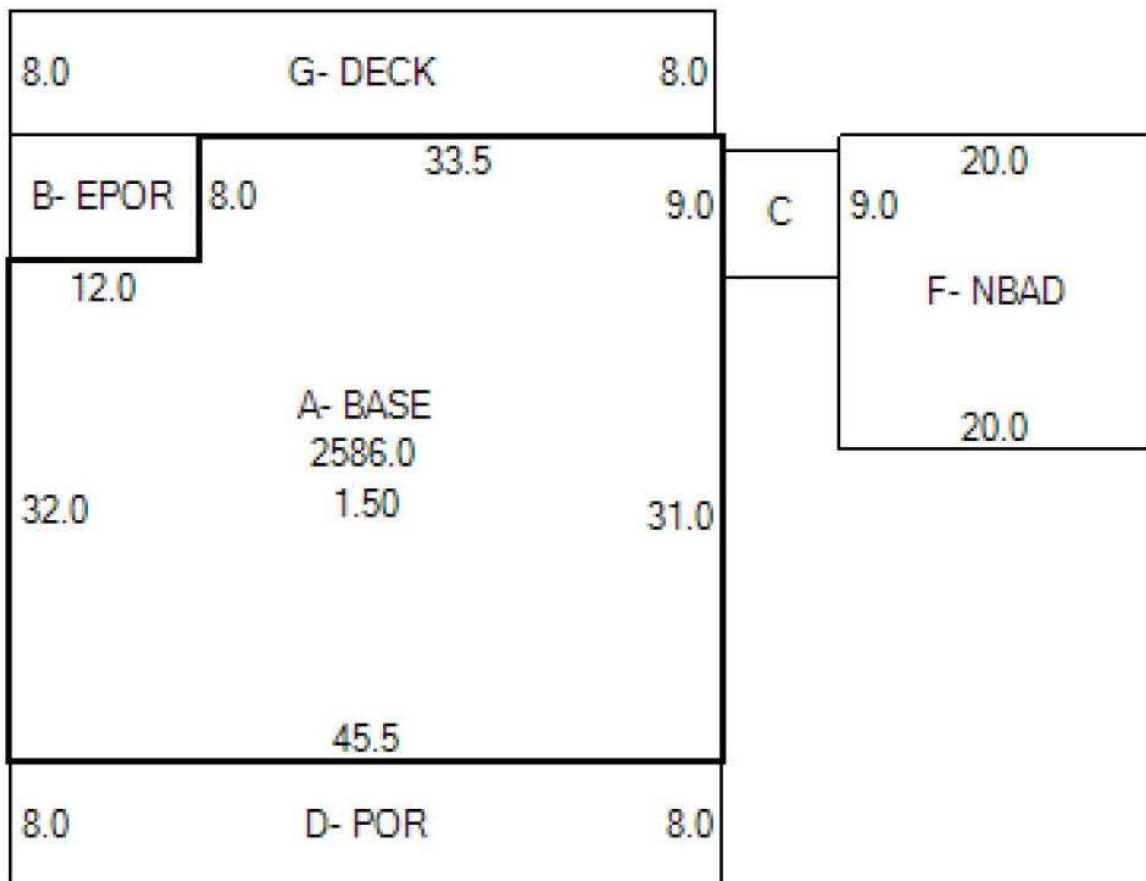
Location Map



Survey



Floor Plan





Tax Info

Auction Services

Property Information - Tax Map# 24 72E - Account# 2314

Property Owner:
Frazier Jerry Kelly Jr

Legal Description:
French

Owners Address:
210 Huckleberry Lane
Narrows, Va 24124

Prior Assessment: 236,100

Total Land Area:
1.011 Acres

Assessment Values:

Physical Location:
210 Huckleberry Ln
Narrows, Va 24124

Building 1 214,800

Other Improvements: 200

Land Value: 28,000

Total Value: 243,000



[View Pictures](#)
(Building 1)

Magisterial District:
Western District

All Values Rounded to nearest 100

[View Sketch](#)
(Building 1)

Zoned:
R-1

Building Information - Building #1 - Tax Map# 24 72E

Exterior Information:

Year Built: 2002
Occupancy Type: Dwelling
Foundation: Cinderblock
Ext. Walls: Log
Roofing: Comp Shg
Roof Type: Gable
Garage: None
Carport: None

Interior Information:

Story Height: 1.50
of Rooms: 7
of Bedrooms: 4
Full Bathrooms: 2
Half Bathrooms: None
Building Sq. Ft.: 3046
Basement Sq.Ft.: None
Fin. Bsmt Sq. Ft.: None
Interior Walls: Log
Floors: Hardwood
Carpet
Heating: Ht. Pump
A/C: Yes

Site Information:

Zoning Type: R-1
Terrain Type: On
Character: Rolling/sloping
Right of Way: Private
Easements: Gravel
Water: Shared
Sewer: Septic
Electric: Yes
Gas: No
Fuel Type: Electric
Utility Value: 6000
Fireplace: 1
Stacked Fireplace: None
Flues: None
Metal Flues: None
Stacked Flues: None
Inop Flue/FP: None
Gas Log FP: None

Instrument Control Number

201300718

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS Cover Sheet Agent Online Version 2.0.9.15]

T A X R P E X E M P T	C	Date of Instrument	[04/24/2013]
	O	Instrument Type	[DBSHW]
	R	Number of Parcels	[1]
	P	Number of Pages	[2]
		City <input type="checkbox"/> County <input checked="" type="checkbox"/> [Giles County]	

(Box for Deed Stamp Only)

First and Second Grantors				
Last Name	First Name	Middle Name	Suffix	
<input type="checkbox"/> Frazier	Jerry	Kelly		
<input type="checkbox"/> Frazier	Angela	F		

First and Second Grantees				
Last Name	First Name	Middle Name	Suffix	
<input type="checkbox"/> Frazier	Jerry	Kelly		
<input type="checkbox"/>				

Grantee Address (Name) Jerry Kelly Frazier
 (Address 1)
 (Address 2)
 (City, State, Zip)

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

Prior Instr. Recorded at: City ☐ County ☒ [Giles County] Percent. in this Juris.(%) [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN)
 Tax Map Num. (If different than PIN) 24 72E
 Short Property Description real estate on the North side of New River near Town of Narrows
 Current Property Addr(Address 1)
 (Address 2)
 (City, State, Zip)

Instrument Prepared by Hartley & Chidester, P.C.
 Recording Paid for by Hartley & Chidester, P.C.
 Return Recording to (Name) Hartley & Chidester, P.C.
 (Address 1) 503 Mountain Lake Ave.
 (Address 2) P. O. Box 511
 (City, State, Zip) Pearisburg

Customer Case ID [VA] [24134]
 [CS-711527]



This deed is exempt from recordation taxes pursuant to the provisions of Section 58.1-810 (3) of the Code of Virginia.

This instrument was prepared by James A. Hartley, VA State Bar Number 16956, HARTLEY & CHIDESTER, P.C, Attorneys at Law, 503 Mt. Lake Avenue, P. O. Box 511, Pearisburg, VA 24134. No title search requested or performed by this office. To the best knowledge and belief of the preparer of the deed the title to this property is insured by N/A.

THIS DEED made and entered into this 4th day of March, 2013, by and between,
JERRY KELLY FRAZIER, Jr. and ANGELA FRAZIER, formerly known as **ANGELA FILLINGER**, GRANTORS, and **JERRY KELLY FRAZIER, Jr. GRANTEE.**

W I T N E S S E T H :

THAT for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration not herein mentioned, the receipt of all of which is hereby acknowledged, the Grantors do hereby bargain, sell, grant and convey, with General Warranty and English Covenants of Title, unto the Grantee, that certain parcel of real estate situate on the North side of New River near the Town of Narrows, in Giles County, Virginia, and more particularly described as follows:

BEGINNING at a rod set in the bend of the right of way line of a private road; thence in a Northerly direction, with the Easterly right of way line of the said private road 200 feet to a rod set; thence in an Easterly direction, perpendicular to the said Easterly right of way line of the private road 200 feet to a rod set; thence continuing at a right angle in a Southerly direction 200 feet to a rod set in the Northerly right of way line of the said private road; thence in a Westerly direction with the said Northerly right of way line of the private road 200 feet to a rod set, the point of Beginning.

The grantors further convey to the grantee a right of way for ingress and egress, over and along the "Water Tank Road" to the property hereby conveyed. The grantors further convey to the grantee the right to install and maintain a water line and a sewer line over, across and through the land of the grantors.


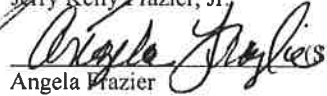
Being the same real property which was conveyed to the Grantors herein by deed dated October 17, 2007, from Jerry Kelly Frazier, Jr., which is recorded in the Clerk's Office of the Circuit Court of Giles County, Virginia as Instrument No. 200702235.

Tax Map # 24 72E

This conveyance is made subject to all easements, rights of way, reservations, limitations, covenants and restrictions, and conditions affecting the above-described real estate, which are of record in the aforesaid Clerk's Office.

See signatures and notary seals on next page

WITNESS the following signatures and seals.

 (SEAL)
Jerry Kelly Frazier, Jr.
 (SEAL)
Angela Frazier

STATE OF VIRGINIA,
COUNTY OF GILES, to-wit

The foregoing instrument was acknowledged before me, this 5th day of March,
2013, by Jerry Kelly Frazier, Jr.

My commission expires May 31, 2015

(SEAL)

Natasha J. Whitlow
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7111927
My Commission Expires 5/31/2015

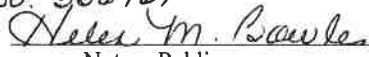

Notary Public

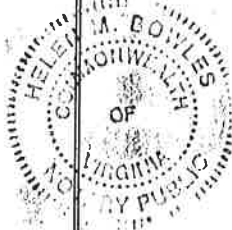
STATE OF VIRGINIA,
COUNTY OF GILES, to-wit

The foregoing instrument was acknowledged before me, this 14th day of March,
2013, by Angela Frazier.

My commission expires September 30, 2015
NOTARY REGISTRATION NO. 386767

(SEAL)


Notary Public



INSTRUMENT #1300718
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF GILES ON
APRIL 26, 2013 AT 11:48AM

CHARLES L FRALEY, III, CLERK
RECORDED BY: LDB

This instrument prepared for:
Real Estate Title Services, LLC
9500 Ormsby Station Road, Suite 200
Louisville, Kentucky 40223

Title Insurance underwriter:
First American Title Insurance Company
File No. 207070495

Grantees address:

This instrument prepared by:
Kevin J. Kelley, P.C.
4200 Evergreen Lane, Suite 313
Annandale, VA 22003

Consideration: -0-
Tax Map No. 24-72D-2304

This deed is exempt from recordation taxes pursuant to
Section 58.1-811 D of the Code of Virginia, as amended

THIS DEED OF GIFT, Made this 17th day of October, 2007, by and between

Jerry Kelly FRAZIER, JR., married, GRANTOR, and Jerry Kelly FRAZIER, JR.,
married, and Angela FILLINGER, unmarried, Joint Tenants, GRANTEES.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the
Grantor does hereby grant and convey, with Special Warranty of Title, in fee simple, to the
Grantees, as Joint Tenants, with the common law right of survivorship, the following
described property in the County of Giles, Virginia, as follows:

All that certain parcel of real estate situate on the North side of New River
near the Town of Narrows, in Giles County, Virginia, and described as
follows, to wit:

Beginning at a rod set in the bend of the right of way line of a private road;
thence in a Northerly direction, with the Easterly right of way line of the
said private road 200 feet to a rod set; thence in an Easterly direction,
perpendicular to the said Easterly right of way line of the private road 200
feet to a rod set; thence continuing at a right angle in a Southerly direction
200 feet to a rod set in the Northerly right of way line of the said private
road; thence in a Westerly direction, with the said Northerly right of way
line of the private road 200 feet to the rod set, the point of beginning.

The grantors further convey to the grantees a right of way for ingress and
egress, over and along the "Water Tank Road" to the property hereby
conveyed. The grantors further convey to the grantees the right to install
and maintain a water line and a sewer line over, across and through the land
of the grantors.

Instrument No. 2235

AND BEING the same land conveyed to the Grantor by Property Settlement Agreement Deed, wherein Mary Elizabeth Frazier relinquished here interest under the Augmented Estate, recorded among the land records of the County of Giles, Virginia immediately prior hereto.

Property address: 210 Huckleberry Lane, Narrows, Virginia 24124

This deed is subject to covenants, conditions, restrictions, easements and deeds of trust contained in the deeds forming the chain of title to this property.

WITNESS the following signature and seal:

 (SEAL)
Jerry Kelly Frazier, Jr.

STATE OF Virginia
COUNTY OF Giles, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that JERRY KELLY FRAZIER, JR. married, whose name is signed to the foregoing and hereunto annexed deed bearing the date of the 17th day of ~~August~~ October, 2007, appeared before me in my jurisdiction aforesaid and acknowledged the same before me.

Given under my hand and seal this 17th day of ~~August~~ October, 2007.


NOTARY PUBLIC

My commission expires: 12/31/11

Certificate Registration Number 139305

INSTRUMENT #0702235
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF GILES ON
OCTOBER 17, 2007 AT 01:01PM
SCARLET B. RATCLIFFE, CLERK

RECORDED BY: LDB

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 5/9/2018
Instrument Type: OTHER
Number of Parcels: 0 Number of Pages: 1
☐ City ☒ County

GILES

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor: _____

☐ Grantee: _____

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: _____ Original Page Number: _____ Original Instrument Number: _____

Prior Recording At: ☐ City ☐ County

Percentage In This Jurisdiction: _____

BUSINESS / NAME

1 ☐ Grantor: FRAZIER, JERRY K JR

☐ Grantor: _____

1 ☐ Grantee: RUTLEDGE, GEORGE A

☐ Grantee: _____

GRANTEE ADDRESS

Name: GEORGE A RUTLEDGE

Address: 270 HUCKLEBERRY LN

City: NARROWS State: VA Zip Code: 24124

Book Number: _____ Page Number: _____ Instrument Number: _____

Parcel Identification Number (PIN): _____ Tax Map Number: _____

Short Property Description: _____

Current Property Address: _____

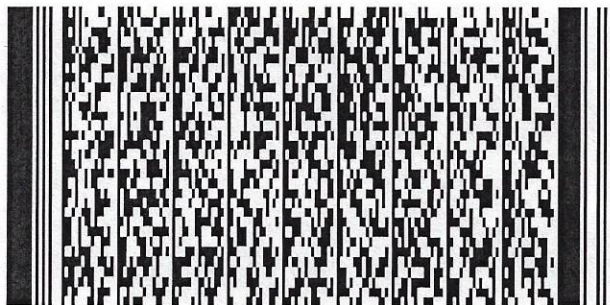
City: _____ State: _____ Zip Code: _____

Instrument Prepared By: JERRY K. FRAZIER JR Recording Paid By: JERRY K. FRAZIER JR

Recording Returned To: JERRY K. FRAZIER JR

Address: ORIGINAL GIVEN BACK

City: * State: VA Zip Code: *



INSTRUMENT 180000697
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF GILES CIRCUIT COURT ON
May 9, 2018 AT 03:37 PM
CHARLES L. FRALEY, CLERK
RECORDED BY: KLK

(Area Above Reserved For Deed Stamp Only)

1

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 9th day of May 2018 by and between Jerry K. Frazier Jr., party of the first part, hereinafter referred to as the "supplying party", and George A. Rutledge, party of the second part, hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 210 Huckleberry Lane (Parcel 1), located in the County of Giles, State of Virginia, Which property is more fully described as Property belonging to Jerry K. Frazier Jr.

and

WHEREAS, the supplied party is the owner of 270 Huckleberry Lane (Parcel 2), located in the County of Giles, State of Virginia, which property is more fully described as Property belonging to Andy and Sabrina Rutledge.

and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is located a well upon Jerry K. Frazier Jr. property (parcel 1), together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Virginia health authority and has been determined by the authority to supply safe and potable water;

and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Jerry K. Frazier Jr. property (parcel 1) shall be used by the parties to this agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this agreement, to draw water from the well located on Jerry K. Frazier Jr. property for quotidian domestic use excluding the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwelling located on Andy and Sabrina Rutledge property (parcel 2), as of the date of this agreement shall:
 - a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system;
 - b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system. A total of \$10.00 per month for a total of \$120.00 per calendar year to be paid to the supplier for shared cost of electricity for well pump.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
4. That each of the parties hereby agree that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

6. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

7. That each party shall have the right to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

8. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

9. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water becomes available to the respective parcels, then the rights and obligations of the parties created by this agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

10. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

11. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Giles, State of Virginia. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

12. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee.

13. That the term of this Agreement shall be perpetual, except as herein limited.

14. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

21

BY Jerry K Frazier Jr. [Signature]
DATE May 9 2018

BY George A. Rutledge [Signature]
DATE May 9 2018

County of Giles

State of Virginia

Sworn and subscribed before me this 9th day
of May 2018.

[Signature]
Notary Public

Melissa G. Cromer
Notary Public
Commonwealth of Virginia
7614699
My Commission Expires August 31, 2018

My commission expires: 8-31-2018

Tax Map Reference Nos. 24 72D and 24 72E:

THIS ROAD MAINTENANCE AGREEMENT is made and entered into this 10th day of May 2002, by and between JERRY K.

FRAZIER, SR. and ANNA LEE FRAZIER, husband and wife, Grantor and Grantee, and JERRY K. FRAZIER, JR. and MARY ELIZABETH FRAZIER, husband and wife, Grantor and Grantee.

WHEREAS, the above-listed parties are the current owners of two adjoining parcels of real estate served by an easement of right-of-way along a private road, located in the Western Magisterial District of Giles County, Virginia, which provides access to parcels of real estate from Virginia State Secondary Route 1007; and,

WHEREAS, Jerry K. Frazier, Sr. and Anna Lee Frazier own the parcel containing 17 acres, more or less, with exceptions, being the same property conveyed to Jerry K. Frazier, Sr., and Anna Lee Frazier by deed dated April 23, 1970, and of record in the Clerk's Office of the Circuit Court of Giles County, in Deed Book 124, at Page 465; and,

WHEREAS, Jerry K. Frazier, Jr. and Mary Elizabeth Frazier own the parcel adjoining the aforesaid 17 acre tract, and being the same property conveyed to Jerry K. Frazier, Jr. and Mary Elizabeth Frazier by deed dated September 27, 1991, and of record in the Clerk's Office of the Circuit Court of Giles County, in Deed Book 232, at Page 191; and,

WHEREAS, the parties desire to enter into agreement in order to provide for the maintenance, repair, and upkeep of

Instrument No. 1317

HARVEY : CHURCHMAN

Tax Map Reference Nos. 24 72D and 24 72E:

THIS ROAD MAINTENANCE AGREEMENT is made and entered into this 10th day of May 2002, by and between JERRY K.

FRAZIER, SR. and ANNA LEE FRAZIER, husband and wife, Grantor and Grantee, and JERRY K. FRAZIER, JR. and MARY ELIZABETH FRAZIER, husband and wife, Grantor and Grantee.

WHEREAS, the above-listed parties are the current owners of two adjoining parcels of real estate served by an easement of right-of-way along a private road, located in the Western Magisterial District of Giles County, Virginia, which provides access to parcels of real estate from Virginia State Secondary Route 1007; and,

WHEREAS, Jerry K. Frazier, Sr. and Anna Lee Frazier own the parcel containing 17 acres, more or less, with exceptions, being the same property conveyed to Jerry K. Frazier, Sr., and Anna Lee Frazier by deed dated April 23, 1970, and of record in the Clerk's Office of the Circuit Court of Giles County, in Deed Book 124, at Page 465; and,

WHEREAS, Jerry K. Frazier, Jr. and Mary Elizabeth Frazier own the parcel adjoining the aforesaid 17 acre tract, and being the same property conveyed to Jerry K. Frazier, Jr. and Mary Elizabeth Frazier by deed dated September 27, 1991, and of record in the Clerk's Office of the Circuit Court of Giles County, in Deed Book 232, at Page 191; and,

WHEREAS, the parties desire to enter into agreement in order to provide for the maintenance, repair, and upkeep of

Instrument No. 1317

HARLEY : CHASE

successors, and assigns, to maintain said road and to perform repairs so as to maintain the road in good and safe condition in accordance with standards set forth below. The parties hereby agree to share equally in the cost of such maintenance and repair, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event a party's agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively; provided further, in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots.

(2) The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or re-cutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

(3) There shall be no obligation on the undersigned to upgrade the road to a superior condition than exists on the date hereof unless a majority of the parties obligated hereunder to maintain the road agree to such upgrade in

such party for the purpose of maintaining, repairing, or upgrading the road, as provided for in this agreement.

(5) If the right to use a portion of the road for the benefit of a party's lot is forever abandoned in writing by such party, that party shall not be required to share in the cost of maintenance and repair of the road. In order to abandon such right of use, a party shall personally deliver or mail by certified mail to all of the then record lot owners having rights of use of the privately maintained portion of the road, at each owner's last known address, a written declaration of abandonment, and shall record such declaration in the Clerk's Office.

(6) There shall be a continuing lien upon each lot having the right to use the road to secure the payment of charges herein provided for road maintenance and repairs, but such liens shall at all times be subject to any first or second deeds of trust placed on the lot until notice of such lien shall have been recorded. If the pro rata share of the cost of maintenance or repairs due hereunder is not paid by the owner of a lot when due, a notice of such nonpayment may be recorded by the parties or by the person or corporation providing such maintenance or repairs in the Clerk's Office, and from the time of such recordation, the amount stated in such notice, together with interest, costs, and reasonable attorney's fees, shall become a lien prior to any deeds of trust recorded subsequently to the recording of such notice.

(7) The covenants set forth in this road maintenance

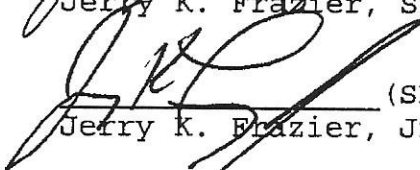
maintained by Giles County authorities or by the Virginia Department of Transportation.

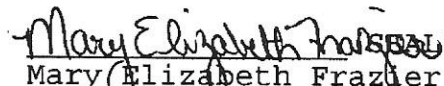
(9) This road maintenance agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals below on the date first above written.

 (SEAL)
Jerry K. Frazier, Sr.

 (SEAL)
Anna Lee Frazier

 (SEAL)
Jerry K. Frazier, Jr.

 (SEAL)
Mary Elizabeth Frazier

STATE OF VIRGINIA
COUNTY OF GILES, TO WIT:

The foregoing instrument was acknowledged before me this 15TH day of May, 2002, by Jerry K. Frazier, Sr., and Anna Lee Frazier, husband and wife.

My commission expires 11/31/06.


NOTARY PUBLIC

This Road Maintenance Agreement was prepared by Hartley and Chidester, P.C., 503 Mountain Lake Avenue, Post Office Box 511, Pearisburg, VA 24134-0511.

***Sample Contract

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 4th, 2021, between Jerry Kelly Frazier, Jr., owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

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

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

2. Legal Description – +/- 1.011 Acres; Parcel ID # 24-72E; Deed Instrument # 2013000718

Commonly known as – 210 Huckleberry Lane, Narrows, VA 24124

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

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

4. Deposit. Purchaser has made a deposit with Auction Company, of \$5,000

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

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before September 20th, 2021. ("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.

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.

***Sample Contract

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

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

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

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

NOTICE

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

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 ____ intend to occupy the Property as Purchaser's principal residence.

***Sample Contract

(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 2002 and lead base paint disclosure is not required.

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

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

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

7. Standard Provisions.

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

(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.

***Sample Contract

(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.

***Sample Contract

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

Jerry Kelly Frazier, Jr. (Seller)

08/04/2021

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

08/04/2021

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

08/04/2021