



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Vestal Irrevocable Trust

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

AUCTION DATE – Thursday, June 9th, 2022 @ 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction 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 –

Legally described as:

Tax ID # 75-3-8; Consisting of +/- .52 acres; Elk Creek Magisterial District; Deed 591, Page 129

Tax ID # 75-3-9: Consisting of +/- .54 acres; Elk Creek Magisterial District; Deed 591, Page 129

More Commonly Known As: – TBD Pleasant Grove Rd., Independence, VA 24348

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 9th, 2022, at 4:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, July 25th, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

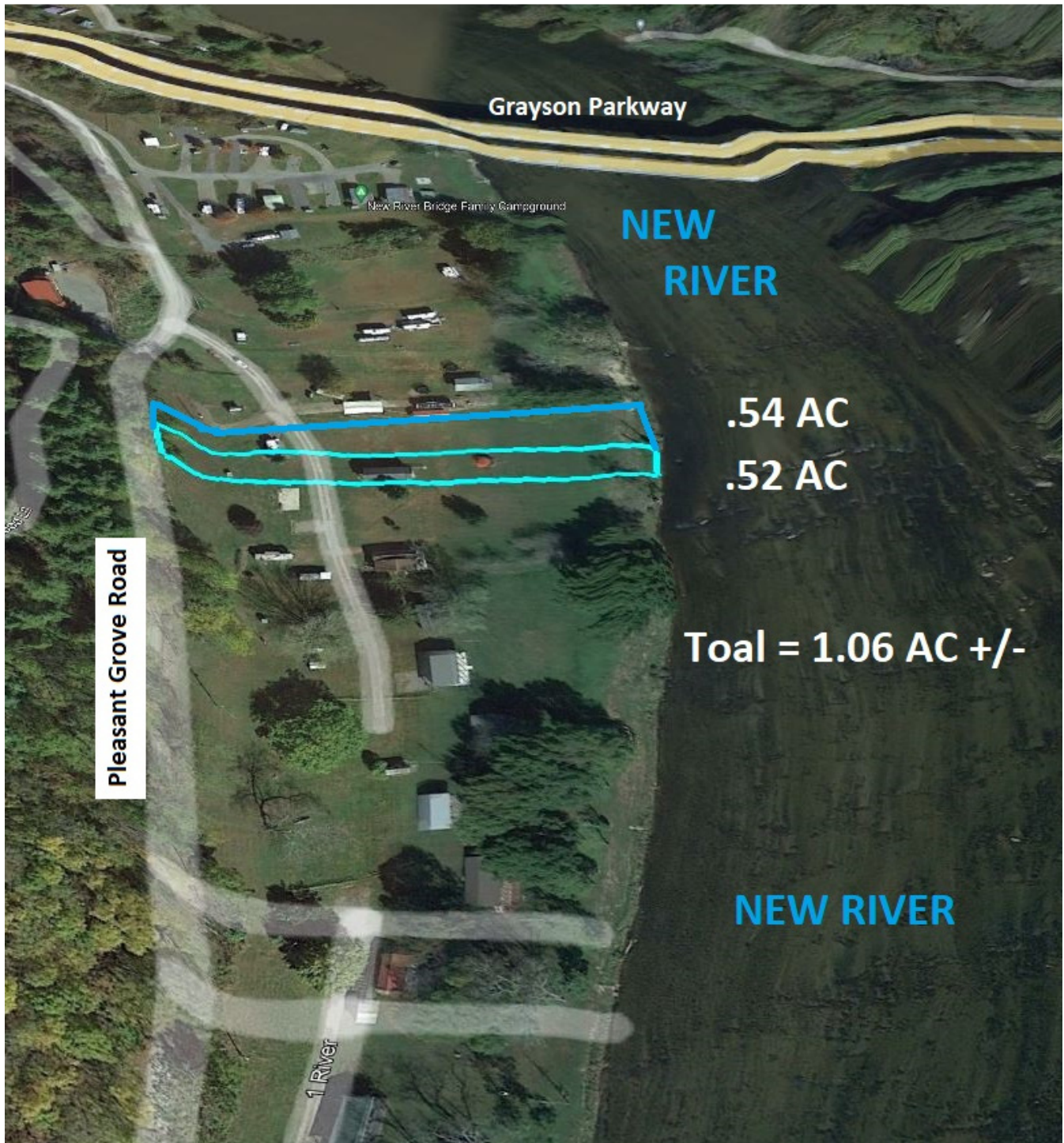
Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



Auction Services

GOOGLE EARTH IMAGE





Auction Services

Aerial





Auction Services

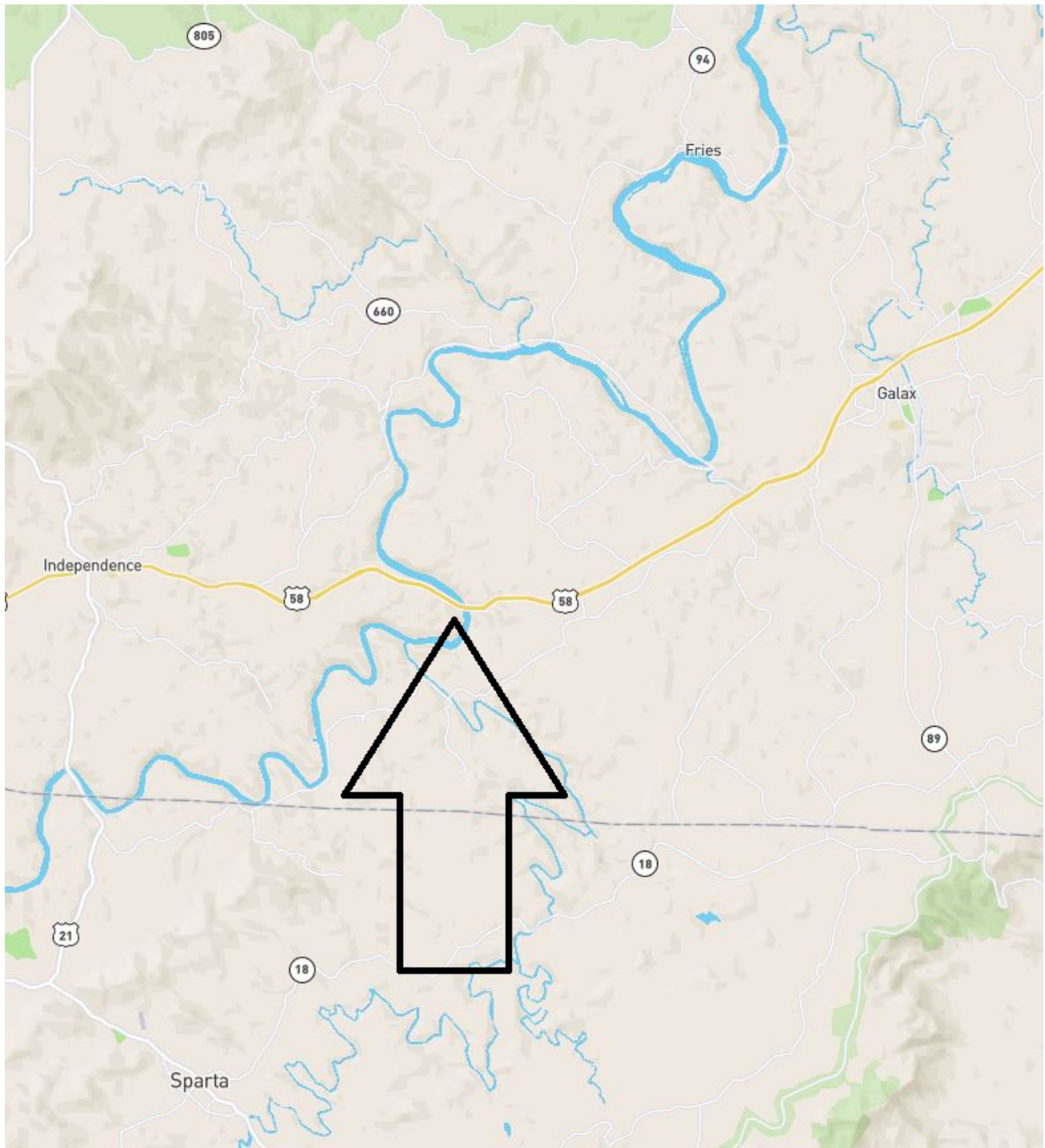
Neighborhood





Location

Auction Services





Auction Services

Grayson County GIS

75-3-8 = .52 Acre

75-3-9 = .54 Acre

Total = 1.06 Acre



**NEW
RIVER
100'
Shoreline**



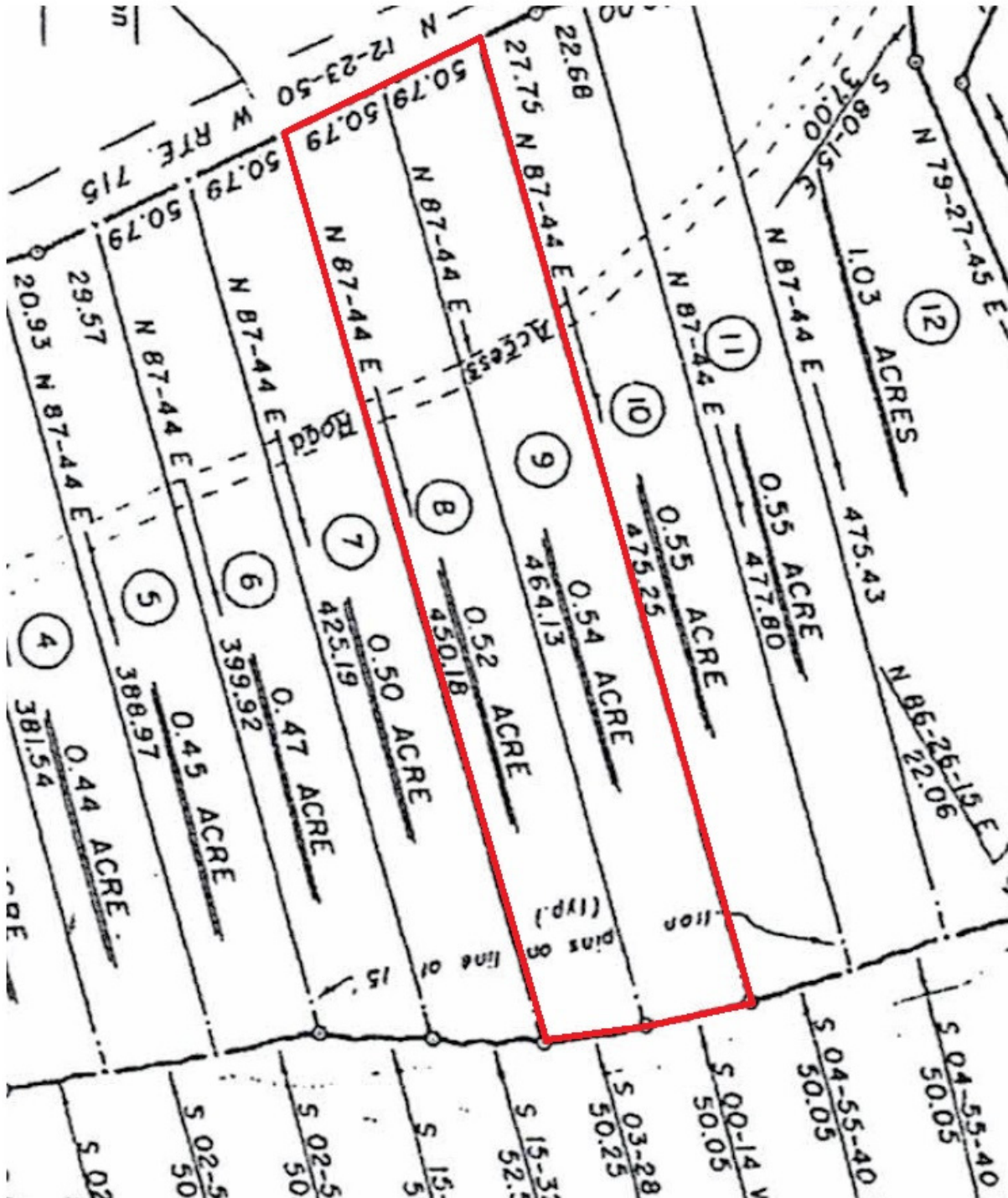
Auction Services

Enlarged Survey

Lot 8 = .52 AC

Lot 9 = .54 AC

Total = 1.06 AC



THE FOLLOWING RESTRICTIONS APPLY TO ALL LOTS SHOWN HEREON:

1. This subdivision provides access to New River for the purpose of boating, swimming, picnicking, camping, or water recreation activities only.
2. No lot or parcel in this subdivision shall contain any building, permanent living facility, or mobile home of any type, or any recreational vehicle for a total period of time of more than six months in any calendar year.
3. Any mobile-home living facility or recreational vehicle on any lot or tract will be 320 sq. ft. or less.
4. Lots shown hereon do not comply with minimum lot size as set forth by the Grayson County Subdivision Ordinances.
5. Installation of any form of sewer system must be approved by Grayson County Health Dept.
6. All restrictions will be included in the deeds.
7. Access roads shown on this plat are not mentioned by Virginia Dept. of Highways, or the County of Grayson.

The undersigned owners hereby acknowledge this plat and agreement to be with their free consent and in accordance with their desires:

Charles S. Collins
Charles S. Collins

Subscribed and sworn before me this 4th day of August, 1986.

Shirley R. Price
Shirley R. Price
Notary Public

My Commission Expires: 8/21/91

STATE OF VIRGINIA - COUNTY OF GRAYSON
I, Shirley R. Price, a Notary Public for the County of Grayson in the State of Virginia do hereby certify that *Shirley R. Price*, C.L.S., whose name appears on this plat has acknowledged the same before me this 25th day of August, 1986.

Shirley R. Price
Notary Public

My Commission Expires:

± 10.86 ACRES TOTAL

Note: Two plots of all corners other than of rivers edges and those otherwise noted.

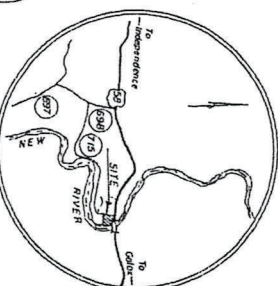
This Subdivision known as "COLLINSWOOD LANDING" is approved by the undersigned in accordance with existing subdivision regulations and may be commenced to record.

Charles S. Collins
Charles S. Collins
Chairman

Shirley R. Price
Shirley R. Price
Notary Public



NEW RIVER



LOCATION SKETCH

M-703

VIRGINIA, Grayson County, to-wit: In the office for the Clerk of the Circuit Court, this day of August, 1986, this plat was presented and with the certificate annexed, admitted to record at 4:30 P.M.

Charles S. Collins
Charles S. Collins
Chairman

Collinswood Landing

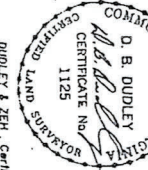
SHEET 1 OF 2

Owner: Claude S. Collins et al
Rte. 2, Independence, Va. 24348

ELK CREEK DISTRICT
GRAYSON COUNTY, VA

Date: 7/17/1986

Legal Ref.: D.B. 101 - P. 161



DUDLEY & ZEH, Certified Land Surveyors, Independence, Va. 24348

No. 6087-B

M-703

THE FOLLOWING RESTRICTIONS APPLY TO ALL LOTS SHOWN HEREON:

1. This subdivision provides access to New River for the purpose of boating, swimming, picnicking, camping, or water recreation activities only.
2. No lot or parcel in this subdivision shall contain any building, permanent living facility, or mobile home of any type, or any recreational vehicle for a total period of time of more than six months in any calendar year.
3. Any mobile-type living facility or recreational vehicle on any lot or tract will be 320 sq. ft. or less.
4. Lots shown hereon do not comply with minimum lot size set forth by the Grayson County Subdivision Ordinance.
5. Installation of any form of water system must be approved by Grayson County Health Dept.
6. All restrictions will be included in the deeds.
7. Access roads shown are for private use of lot owners and are not maintained by Virginia Dept. of Highways, or the County of Grayson.

The undersigned owners hereby acknowledge this plot and agreement to be with their free consent and in accordance with their desires:

Claude S. Collins
Claude S. Collins

Subscribed and sworn before me this 4th day of August, 1986.

Shirley R. Fink
Shirley R. Fink
Notary Public

My Commission Expires: 8/1/91

STATE OF VIRGINIA - COUNTY OF GRAYSON
I, Shirley R. Fink, a Notary Public for the County of Grayson in the State of Virginia do hereby certify that *Claude S. Collins*, C.L.S., whose name appears on this plot has acknowledged the same before me this 4th day of August, 1986.

Shirley R. Fink
Shirley R. Fink
Notary Public

My Commission Expires:

± 10.86 ACRES TOTAL

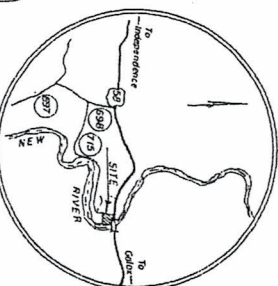
Note: Two plots of all corners other than of rivers edges and those otherwise noted.

This Subdivision known as "COLLINSWOOD LANDING" is approved by the undersigned in accordance with existing subdivision regulations and may be commenced to record.

Shirley R. Fink
Shirley R. Fink
Notary Public
My Commission Expires: 8/1/91

NEW RIVER

LOCATION SKETCH



M-703

VIRGINIA, Grayson County, to-wit:
In the office for the Clerk of the Circuit Court, this 7th day of August, 1986, this plot was presented and with the certificate annexed, admitted to record at 4:30 P.M.

Shirley R. Fink
Shirley R. Fink
Notary Public

Collinswood Landing

SHEET 1 OF 2

Owner: Claude S. Collins et al
Rte. 2, Independence, Va. 24348

ELK CREEK DISTRICT
GRAYSON COUNTY, VA

Date: 7/17/1986

Legal Ref.: D.B. 101 - P. 161



DUDLEY & ZEH, Certified Land Surveyors, Independence, Va. 24348

No. 6087-B

M-703

4-13 Shoreline Recreation District (SR). The Shoreline Recreation Zone District is composed of small lots along the New River. These lots were created by a series of Shoreline Recreation Subdivisions and designed for recreational use of the river. The small lot sizes (.1 to 1+ acre tracts) in dense areas, combined with the location of these lots in the FEMA Special Flood Hazard Area (SFHA), create unique development challenges. The purpose of the zone district is to guide development so that the public's enjoyment of the New River can coexist with flood hazard mitigation required by the National Flood Insurance Program and the Federal Emergency Management Agency (FEMA). Most of the land area in the Shoreline Recreation Zone District is in the FEMA designated Special Flood Hazard Area (commonly referred to as floodplain). In this floodplain, federal requirements determine what type of development can occur. The development standards are based on FEMA requirements for floodplains, the Grayson County Floodplain Ordinance and Building Codes for flood prone construction. Protecting the capacity of the floodplain to carry flood waters, preserving the New River view shed and design for community health, safety and welfare are priorities for this Zone District.

4-13.1 Uses Permitted. The following uses are permitted in Shoreline Recreation Zone District.

- a. Camping provided adequate water and sewerage facilities are provided and recreational vehicle(s) operate in accordance with Article 2-111
- b. Parking of personal vehicle(s), towable trailer(s) and recreational vehicle(s) in accordance with Article 2-111. Recreational vehicles & trailers must be highway ready. Highway ready is defined as; having wheels & tires, a functional towing mechanism or the ability to be self-propelled, not attached to other structures and quick disconnect type utilities.
- c. Outdoor Recreation
- d. Non-residential building structure(s) as allowed in Article 4-13.3 and in accordance with the design requirements of this Article.

4-13.2 Permits Required. Permits are required for all structures in the Shoreline Recreation Zone District. Grading, fill and other types of development may be regulated by the Grayson County Floodplain Ordinance, Grayson County Erosion & Sediment Control Ordinance or Grayson County Stormwater Ordinance.

4-13.3 Allowed Structure(s). The structures listed below are allowed in Shoreline Recreation Zone District and may be permitted when installed/constructed to the design standards of this Article.

- 1) **Storage Shed(s).** Storage shed(s) with up to four (4) walls are allowed and may be permitted when;
 - a. site is not located in the FEMA Special Flood Hazard Area/Floodplain as determined by licensed professional.

- b. the size is under 180 sq. ft. in area.
 - c. structure used for storage of equipment. Cannot be used for living areas, bathrooms or other uses.
 - d. structure is properly anchored at the design location to resist movement or floatation in accordance with the Grayson County Building Code.
- 2) **Open Air or One-Walled Structure(s)**. Structure(s) with no walls (open air) or structure(s) that have one (1) solid wall or part of one (1) wall located on the structure. Any wall must be installed parallel to the river flow (cannot impede direction of river flow). In addition to the one (1) solid wall, these structures can utilize an open air system, deck railings, railing type half walls, fully screened or partially screened structures with up to one screen door. Screens must be installed to break away in flood events. Structure types that are allowed with open-air or one-wall system include the following types:
- a. Gazebo(s)
 - b. Picnic shelter(s)
 - c. Carport(s) and similar structures used to cover recreational vehicle(s) in accordance with **Article 4-13.13**
 - d. Free standing deck (no roof and not attached to other structures)
 - e. Deck in conjunction with other allowed structure (structurally tied or fastened together)
 - f. Covered deck (a deck with a roof)

4-13.4 Parking Areas. Concrete, asphalt or gravel parking areas, are allowed, when the proposed height is equal to or less than the existing grade.

Proposed parking areas or earth fill, proposed at a height more than the existing grade will require a floodplain encroachment review by the Zoning Administrator prior to placement.

Placement of fill, stone or other materials in the FEMA Floodplain is not allowed without a Floodplain Development Permit in accordance with the **Floodplain Ordinance.**

4-13.5 Free movement. Structure(s) shall be placed/ constructed to allow the free movement of recreational vehicle(s) on the lot(s). Structure(s) cannot be physically attached to recreational vehicle(s). Recreational Vehicles must be highway-ready and shall not be anchored or permanently attached to the ground.

4.13.6 Density Requirement. The density requirement replaced the one-structure per lot rule. The density requirement achieves two goals: 1) To preserve the open space and scenic quality of the New River shoreline 2) To limit the square footage of manmade structures that can impede flood waters and obstruct the dissipation of flood waters/flood debris during flood events.

Proposed structures with a roof/overhead surface must demonstrate that the structure can meet the density requirement prior to issuance of permit. To meet the density requirement, the density threshold cannot be exceeded for any lot on record.

Density Threshold = When the area of all combined roofed structures on any lot, exceeds 10% of the total lot size/land area (sq. ft.).

Combined roofed structures is the total (sum of) square footage of all (existing and proposed) roofed structures on the lot.

The lot size is determined by the lot size on record in the county land records. When recorded in acreage units, lot sizes will be converted to square footage to determine the density requirement. One (1) acre is 43,560 sq. ft.

The roof area of existing and proposed structures will be evaluated prior to new permits/replacement of existing structures. If the lot has sufficient area to meet the density requirement, a permit to construct a roofed structure will be considered.

Example= The Jones Family owns a 1/2 acre (.5 acre) lot. A 1/2 acre lot is 21,780 square feet.

They plan to build a carport with a roof dimension of 20 ft. wide x 30 ft. in length = 600 sq. ft. roof area

10% of the lot size = 2178 sq. ft. (.10 x 21,780 sq. ft. = 2178 sq. ft.)

(2178 sq. ft. is the max. sq. ft. of roofed structure(s) allowed on the lot, this would include the proposed 600 sq. ft. structure and any existing structures already on the lot)

Because the proposed carport roof is 600 sq. ft. and it is under the 2178 sq. ft. threshold. The density requirement can be met. They can also permit other structures until they meet that density threshold.

4-13.7 Structure Height. In the Shoreline Recreation Zone District, the height requirement is necessary to protect the common view shed of the New River. The maximum height allowed for any carport type structure shall be twenty-five (25') feet high. For all other types of allowed structures, the maximum height allowed shall be twenty (20') feet high. Height shall be measured from the tallest point of the structure/roof and measured to the base of the structure at ground level. Where uneven ground surfaces are involved, the highest adjacent grade shall be used for the base of the structure.

4-13.8 Floodprone Construction. All structures, electrical, plumbing, mechanical grading, fill, and any other development proposed for areas located within the FEMA designated Special Flood Hazard Area must meet the requirements of the Grayson County Floodplain Ordinance and applicable Building Codes for flood prone construction. In coordination with the FEMA Floodplain overlay at the Grayson County WebGIS site, the Administrator may require a FEMA Flood Elevation Certificate or Floodplain Determination by a licensed professional, when site specific data is needed to determine the base flood elevation on the site and whether or not proposed development is inside the Special Flood Hazard Area.

4-13.9 River Setback. It has been determined through minor flooding events, that the river periodically (recorded on an annual basis) overflows the banks at a distance of at least 50 feet from the riverbank edge. New structures, placed after February 11, 2016 must be located a minimum distance of fifty (50) feet from the river bank edge at the time of permitting.

4-13.10 Septic System/On-site Sewage Disposal. Allowed with valid permit from the Virginia Department of Health.

4-13.11 Minimum Lot Size. Parcels created as part of an approved Shoreline Recreation Subdivision already meet the minimum lot size requirement with the lot size shown on the site plan/survey for the approved subdivision at the time of development. For example if the lot was created in 1989- the lot size on the original subdivision plat is the minimum lot size, unless any lot line revisions are proposed by the owner, in which case the .50 acre minimum lot size will apply.

The minimum lot size is either 1) the lot size determined at the time of the approved subdivision or 2) .50 acre for any parcel line revision.

The combination of lots and/or lot line revisions can be achieved in accordance with the Grayson County Subdivision Ordinance. To combine Shoreline Recreation lots, the landowner should reference the Subdivision Ordinance or contact the Subdivision Agent for appropriate guidance on parcel changes.

Parcels that increase in size, by the legal combination of lots, is encouraged in the Shoreline Recreation Zone District.

4-13.12 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 feet from the centerline of any public street or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

Where easements and private streets are involved, it is the responsibility of the property owner to ensure that they do not infringe on easement areas.

4-13.13 Mobility Requirement. Carport type structure (s) and any similar structure, where the intent is to cover recreational vehicle(s), must meet the mobility requirement. Permits will not be issued for carports who cannot meet the mobility requirement.

The purpose of the mobility requirement is to ensure that recreational vehicle(s) placed under carports can be moved in the event of flooding conditions. Mobility

can be achieved by use of the same property and/or through another property with legal easement and/or by the use of a right of way to a public road.

Carport(s) which are proposed to be located, where the path of travel is towards an adjacent property line must meet the mobility setback. The mobility setback distance shall be used to demonstrate that the recreational vehicle can be properly moved. For these structures, the mobility setback distance for carport type structures will be calculated by using the length of the proposed structure. A distance twice (2x) the length of the proposed structure, to the property line at that side, shall be the mobility setback. This mobility setback shall be measured from the proposed structure edge on the side of the proposed towing mechanism or path of travel to the adjacent property line.

Mobility Requirement by Legal Easement or Right of Way. When it can be shown, with legal recorded easement, that the recreational vehicle can be moved onto another property/parcel on record, with a legal access easement or a right of way (direction of the towing mechanism or path of travel) from the subject property, and out and under from the proposed carport type structure, the proof of a legally recorded access easement and/or public right of way can fulfill the mobility requirement.

ARTICLE 5 - ADMINISTRATION OF ZONING ORDINANCE

5-1 Preface. The purpose of this article is to introduce the landowner to the varied processes related to the administration of the Zoning Ordinance for the un-incorporated areas of Grayson County. Additional information and permit applications can be found at the Grayson County Government website or at The Department of Planning & Community Development at the Grayson County Courthouse.

5-2 Zoning Administrator. The Office of Zoning Administrator is hereby established to administer and enforce this ordinance. The Zoning Administrator shall be designated by the Board of Supervisors and shall have all necessary authority granted by the Board of Supervisors to carry out their duties. The enabling authority for the locality to administer zoning can be found in §15.2-2286 (and related articles) as listed in the Code of Virginia. Duties of the Zoning Administrator (and/or any other person assigned by the Board of Supervisors to assist the Administrator) shall include but shall not be limited to:

1) Interpretation. The Zoning Administrator shall be the final authority as to the interpretation of the provisions of this ordinance, unless the decision is appealed and otherwise determined by the Board of Zoning Appeals in accordance with Article 5.

2) Review and Approval of Applications and Issuance of Zoning Permits. The Administrator shall prepare and provide the zoning permit applications, review the applications for zoning permits and issue zoning permits in compliance with this Ordinance.

3) Clerk to the Board of Zoning Appeals and Planning Commission. In those situations where a Special Use Permit, Zoning Text Amendment, Zone Map Amendment (Rezone), Variance or Appeal is applied for, the application will proceed to the Planning Commission and/or the Board of Zoning Appeals. The Administrator who serves as a clerk to these boards, when these applications are filed, will assist the applicant with the preparation and processing of these applications and permits in accordance with Article 5 of this Ordinance.

4) Records. The Zoning Administrator shall maintain records of the official actions taken with respect to the administration and enforcement of the Zoning Ordinance and these records shall be kept in the office of the Administrator and/or county storage unless specified otherwise.

5) Inspections/Violations. The Zoning Administrator is authorized to conduct inspections in the enforcement of the ordinance and is authorized to issue Notice of Violation(s) to ensure compliance with the Ordinance.

When evidence indicates that a permit has not been obtained prior to placement of a structure, illegal use of a property, or any other zoning violation has occurred and corrective action may be available to prevent a Notice of Violation, the Zoning Administrator is enabled to notify the property owner of the potential violation and pursue corrective actions with the cooperation of the property owner prior to Notice of Violation.

Commonwealth of Virginia

Application for a Sewage Disposal and/or Water Supply Permit

Health Department ID 99-138-213
75-A 444 50

To Be Completed By The Applicant

Type of sewage system: ☒ New ☐ Repair ☐ Expanded ☐ Conditional
 FHAVA yes ☐ no ☒ Case No. _____

Owner GARY R. Jones

Address 2957

Phone (540) 723-2032

Pleasant Grove Rd (State Rd. 715)

Independence, VA. 24348

Agent _____

Address _____

Phone _____

Directions of Property From Independence - Go SSE Turn Right
on State Rd. 715 just before New River Bridge - Go 1 1/2 miles

Subdivision River County, Lot 8 Section _____ Block _____ Lot _____

Other Property Identification Lot 8 + 9

Dimension/size of Lot/Property 80' by 338'

Other Application Information

I. Building/facility ☐ New ☐ Existing
 Intermittent Use ☒ Yes ☐ No If yes, describe River 10/5
USE mostly in black

II. Residential Use ☒ Yes ☐ No
 Termite Treatment ☒ Yes ☐ No
☒ Single Family (Number of Bedrooms _____) ☐ Multi-family (Number of Units _____)

Basement ☐ Yes ☒ No
 Fixtures in Basement ☐ Yes ☒ No

III. Commercial Use ☐ Yes ☒ No Describe: _____
 Commercial/Wastewater ☐ Yes ☒ No Number of Patrons _____
 Number of Employees _____

If yes, give volumes and describe _____

IV. Water Supply: ☐ Public ☐ New ☐ Existing
☒ Private ☐ New ☐ Existing

Describe: CARRY WATER

V. Proposed Sewage Disposal Method:

Onsite Sewage Disposal System: ☒ Septic Tank Drainfield ☐ LPD ☐ Mound ☐ Other

Public Sewerage System

Attach a site plan (rough sketch) showing dimensions of property, proposed and/or existing structures and driveways, underground utilities, adjacent soil absorption system, bodies of water, drainage ways, and wells and springs within 200 feet radius of the center of the proposed well or drainfield. Distances may be paced or estimated.

* lines and building location are clearly marked and the property is sufficiently visible to see the topography.
 sion to the Department to enter onto the property described for the purpose of processing this application.

GARY R. Jones
 Signature of Owner/Agent

8-17-93
 Date

75-A 444 50

Water Supply and/or Sewage Disposal System Construction Permit

Commonwealth of Virginia
Department of Health

Grayson County

Health Department

Health Department

Identification Number

Map Reference

99-130-213

75-A-57

General Information

Water Supply System: New ☐ Repair ☐ Public ☐ FHA ☐ VA ☐ Case No.

Sewage Disposal System: New ☒ Repair ☐ Expanded ☐ Conditional ☐ Public ☐

Based on the application for a sewage disposal system construction permit filed in accordance with Section 2.13 E, of the Sewage Handling and Disposal Regulations and/or Section 2.13 of the Private Well Regulations a construction permit is hereby issued to:

Owner Gary Jones Telephone 773-2032

Address 3959 Pleasant Grove Rd, Independence, Va For a Type 10 Sewage Disposal System or Well to

be constructed on/at Not Applicable

Subdivision Section/Block Lot Actual or estimated water use 7900

DESIGN

Water supply, existing: (describe) Existing water for lawn

To be installed: class

cased ☐ grouted ☐

Building sewer: 3" I.D.

3" I.D. I.D. PVC Schedule 40, or equivalent.

Slope 1.25" per 10' (minimum).

☐ Other

Septic tank: Capacity 1000 gals. (minimum).

☐ Other

Inlet-outlet structure:

PVC Schedule 40, 4" tees or equivalent.

☐ Other

Pump and pump station:

No ☒ Yes ☐ describe and show design.

if yes:

Gravity mains: 3" or larger I.D., minimum 6" fall per 100', 1500 lb. crush strength or equivalent.

☐ Other

Distribution box:

Precast concrete with 2 ports.

☐ Other

Header lines:

Material: 4" I.D. 1500 lb. crush strength plastic or equivalent from distribution box to 2' into absorption trench. Slope 2" minimum.

☐ Other

Percolation lines:

Gravity 4" plastic 1000 lb. per foot bearing load or equivalent, slope 2" 4" (min. max.) per 100'.

☐ Other

Absorption trenches:

Square ft. required 200; depth from ground surface to bottom of trench 18"; aggregate size 1/2" to 1/4"

Trench bottom slope 1/4" per 10'; trench width 3'

center to center spacing 10'; trench length 1'

Depth of aggregate 12"

Trench length 1'; Number of trenches 1

NOTE: SEWAGE DISPOSAL SYSTEM INSPECTION RESULTS

Water supply location: Satisfactory yes ☐ no ☐ comments

Completion Report

G. W. 2 Received: yes ☐ no ☐ not applicable ☒

Building sewer: yes ☒ no ☐ comments

Satisfactory

Pretreatment unit: yes ☐ no ☐ comments

Satisfactory

Inlet-outlet structure: yes ☒ no ☐ comments

Satisfactory

Pump & pump station: yes ☒ no ☐ comments

Satisfactory

Conveyance method: yes ☐ no ☐ comments

Satisfactory

Distribution box: yes ☒ no ☐ comments

Satisfactory

Header lines: yes ☒ no ☐ comments

Satisfactory

Percolation lines: yes ☒ no ☐ comments

Satisfactory

Absorption trenches: yes ☐ no ☐ comments

Satisfactory

Date 9-2-99 Inspected and approved by:

Sanitarian

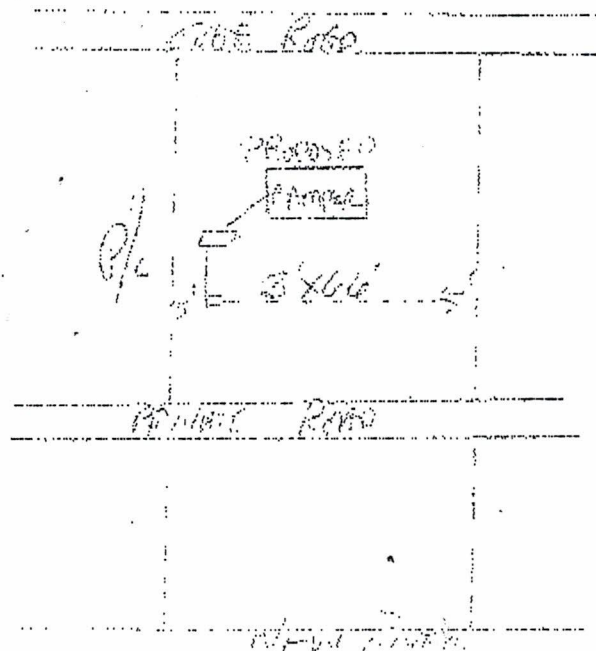
Health Department
Identification Number 28-10N-213

Schematic drawing of sewage disposal and/or water supply system and topographic features.

Show the lot lines of the building site, sketch of property showing any topographic features which may impact on the design of the well or sewage disposal system, including existing and/or proposed structures and sewage disposal systems and wells within 200 feet. The schematic drawing of the well site or area and/or sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be permitted, show all sources of pollution within 200 feet.

☐ The information required above has been drawn on the attached copy of the sketch submitted with the application. Attach additional sheets as necessary to illustrate the design.

INSTALL ONE 24" DIA. 5' DIA. X 10' LONG



This sewage disposal system and/or water supply is to be constructed as specified by the permit or attached plans and specifications .

This sewage disposal system and/or well construction permit is null and void if (a) conditions are changed from those shown on the application (b) conditions are changed from those shown on the construction permit.

No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved, by the local health department or unless expressly authorized by the local health dept. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon the direction of the Department.

Date: 8-23-99 Issued by: [Signature]

Sanitarian

Date: 8-20-99 Reviewed by: [Signature]

Supervisory Sanitarian

This Construction
Permit Valid until

1-23-2004

If FHA or VA financing

Reviewed by Date _____ Date _____

C.H.S. 202B

Supervisory Sanitarian

FILE COPY

Regional Sanitarian

This instrument
was prepared by:

BILLY J. SEABOLT,
ESQ. BAR #43185
ATTORNEY
AT LAW
P.O. Box 3043
WILLIAMSBURG,
VA. 23187

DEED TO TRUSTEE UNDER VIRGINIA LAND TRUST

Parcel ID: 75-3-8 & 9

Company Providing Title Insurance: Unknown

**THIS DEED WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE EXAMINATION**

This deed is exempt recordation tax pursuant to Sections
58.1-811 A (12) and (D) of the Code of Virginia, 1950, as amended.

Grantee
Address:
Gerry G.
Vestal, 2848
Fox Knob
Road,
Jonesville, NC
28642

THIS DEED is made as of the 12 day of December, 2015, by
and between GERRY G. VESTAL as GRANTOR; and MARTHA V. WAGONER AND
LISA V. MARTIN, TRUSTEES, ("Trustee"), under the provisions of the VESTAL
IRREVOCABLE TRUST, dated September 16, 2015 (the "Trust
Agreement"), as GRANTEE.

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand
paid, and other valuable consideration, receipt of all of which is hereby acknowledged,
the party of the first part does hereby grant, bargain, sell and convey, with General
Warranty and English Covenants of Title, unto the parties of the second part, the
following described real estate located in the Elk Creek Magisterial District of the County
of Grayson, Virginia (the "Property"), to-wit:

TRACT NO 1: Being all of LOT No. 8 containing 0.52 of an acre more or less,
as shown on a plat of Collinswood Land Subdivision, a copy of which is recorded
in the Clerk's Office of the Circuit Court of Grayson County, Virginia, as M-703.

TRACT NO 2: Being all of LOT No. 9 containing 0.54 of an acre more or less,
as shown on a plat of Collinswood Land Subdivision, a copy of which is recorded
in the Clerk's Office of the Circuit Court of Grayson County, Virginia, as M-703

The conveyance is made SUBJECT to the Declaration of Protective Covenants
and Restrictions, recorded in the aforesaid Clerk's Office in Deed Book 217, Page
229.

Being the same property conveyed to the parties of the first part, by deed dated August 9, 2007, and of record in the same aforementioned Circuit Court, in Deed Book 483 at Page 894.

This conveyance is made subject to any reservations, restrictions, conditions, and easements of record and now binding on said property.

TO HAVE AND TO HOLD the Property in fee simple, upon the trusts and for the uses and purposes set forth herein and in the Trust Agreement, including the following:

Full power and authority is hereby granted to the Trustees and their successors to protect and conserve the Property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustees in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the trustees, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of Trustees, or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust. Every deed, mortgage, lease or other instrument executed by the Trustees in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder without any obligation or duty to see; (a) that at the time of the delivery thereof the said Trust Agreement was in full force and effect, (b) that such instrument was executed in accordance with the Trust Agreement and the terms and conditions thereof and of the said Trust Agreement, (c) that the Trustees were duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance is made by a successor or successors to the Trustees; that such successor or successors have been properly appointed and/or that they are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

The Trustees shall have no individual liability or obligation whatsoever arising from the Trustees' ownership as Trustees of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by said Trustees in dealing with said Property, or in otherwise acting as Trustees, except only so far as said

Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails, and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This Deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia, 1950, as amended, and in force.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they lawfully affect the Property.

WITNESS the following signature(s) and seal(s):

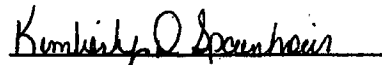

GERRY G. VESTAL

(SEAL)

STATE OF North Carolina :
City/County of Yadkin

TO-WIT:

The foregoing instrument was acknowledged before me this 12 day of December, 2015 by GERRY G. VESTAL.


NOTARY PUBLIC #:

My Commission expires: December 16, 2019

Kimberly D Spainhour
Notary Public
Surry County
North Carolina
My Commission Expires 12-16-2019

INSTRUMENT #150002209
RECORDED IN THE CLERK'S OFFICE OF
GRAYSON ON
DECEMBER 21, 2015 AT 01:35PM

SUSAN M. HERRINGTON, CLERK
RECORDED BY: EBO

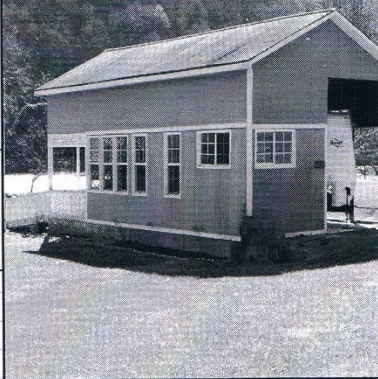
MAILED

DEC 21 2015

Lisa Martin

3

GRAYSON COUNTY

Map No. : 75 - 3 - 8 Owner : VESTAL IRREVOCABLE TRUST Acreage : 0.520 911 Addr : Record : 14900 Card No : 1 Acct No : 42398 Sale Price : Sale Date : 12/21/2015 Sub Division : ELK CREEK Grantor : VESTAL, GERRY G Multi Sale : 2 NbrHd: 1			
Occupancy : VACANT LAND User Codes : Right of Way : PUBLIC W - RIVER LOT Pavement : GRAVEL Terrain : ON Characteristic : ROLLING/SLOPING Water Source : CAMPGROUND WELL S Sewer : CAMPGROUND SEPTIC Zoning : Use Class : 2 - SINGLE FAMILY SUB			Deed Book/Page 591 / 129 Inst. Number Date Inspected 10/20/2021 Initials AG / JH
Remarks : RIVER LOT Other Desc : Assessor Comments :			

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total	Utility Value	Land Comments
1.) HOME SITE	0.520	40,000	H		40,000		
2.)							
3.)							
4.)							
5.)							
6.)							
7.)							
8.)							
9.)							
10.)							

Improvement Description	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprc.	Unit Value	Improvement Comments
1.) SHELTER	20.0	40.0	A	12.00	0.20	7,680	
2.) CONCRETE SLAB	20.0	40.0	A	8.00	0.20	5,120	
3.) GAZEBO	0.0	0.0	A	1,200		1,200	
4.) PORCH-ENCLOSED	10.0	30.0	A	10.00	0.20	2,400	
5.)							
6.)							
7.)							
8.)							
9.)							
10.)							

Date of Value : 1/1/2022

Notes: See Back for Sales History	Value Summary			
	% Chg	Previous Values		
	-0.20	Bldg	20,500	Total Imp. Value 16,400
	0.33	Land	30,000	Total Land Value 40,000
	0.12	Total	50,500	Total Prop. Value 56,400

GRAYSON COUNTYRecord: No **14900** Card No : 1Map No. **75 - 3- - 8**Page No. **2****Ownership Information :****Owner** : VESTAL IRREVOCABLE TRUST**Address** : 2848 FOX KNOB RD

JONESVILLE, NC 28642

Legal : .52

75-3-8

District : ELK CREEK**Sales History**

<u>Grantor</u>	<u>Sales Price</u>	<u>Date Sold</u>	<u>Document</u>
VESTAL, GERRY G	95,000	8 / 2007	DB: 483 / 893
SHORE, GARVEY W	60,000	8 / 2005	DB: 471 / 875
WISHON, BEVERLIE	0	0 / 0	DB: 420 / 956

Value History :

<u>Year</u>	<u>Value</u>	<u>Total</u>	<u>Explanation</u>
1.) 2022	L - 40000 I - 16400	56,400	REVALUED-GENERAL REASS.
2.) 2016	L - 30000 I - 20500	50500	GENERAL REASSESSMENT
3.) 2010	L - 35000 I - 19400	54400	GENERAL REASSESSMENT
4.) 2006	L - 26000 I - 22200	48200	GENERAL REASSESSMENT

GRAYSON COUNTY

Map No. : 75 - 3- - 9 Owner : VESTAL IRREVOCABLE TRUST Acreage : 0.540 911 Addr : Record : 5645 Card No : 1 Acct No : 42398 Sale Price : Sale Date : 12/21/2015 Sub Division : ELK CREEK Grantor : VESTAL, GERRY G Multi Sale : 2 NbrHd: 1			
Occupancy : VACANT LAND Right of Way : PUBLIC Pavement : GRAVEL Terrain : ON Characteristic : ROLLING/SLOPING Water Source : CAMPGROUND WELL S Sewer : CAMPGROUND SEPTIC Zoning : Use Class : 2 - SINGLE FAMILY SUB	User Codes : W - RIVER LOT - -	Deed Book/Page 591 / 129 Inst. Number	Date Inspected 10/20/2021 Initials AG / JH
Remarks : RIVER LOT Other Desc : Assessor Comments :			

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total	Utility Value	Land Comments
1.) HOME SITE	0.540	40,000	H		40,000		
2.)							
3.)							
4.)							
5.)							
6.)							
7.)							
8.)							
9.)							
10.)							

Improvement Description	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprc.	Unit Value	Improvement Comments
1.)							
2.)							
3.)							
4.)							
5.)							
6.)							
7.)							
8.)							
9.)							
10.)							

Date of Value : 1/1/2022

Notes: See Back for Sales History	Value Summary			
	% Chg	Previous Values		
	n/a	Bldg	0	Total Imp. Value
	0.33	Land	30,000	Total Land Value
	0.33	Total	30,000	Total Prop. Value

0
 40,000
 40,000

GRAYSON COUNTYRecord: No **5645** Card No : 1Map No. **75 - 3- - 9**Page No. **2****Ownership Information :****Owner** : VESTAL IRREVOCABLE TRUST**Address** : 2848 FOX KNOB RD

JONESVILLE, NC 28642

Legal : .54

75-3-9

District : ELK CREEK**Sales History**

<u>Grantor</u>	<u>Sales Price</u>	<u>Date Sold</u>	<u>Document</u>
VESTAL, GERRY G	95,000	8 / 2007	DB: 483 / 893
SHORE, GARVEY W	60,000	8 / 2005	DB: 471 / 875
WISHON, BEVERLE	14,000	8 / 2000	DB: 420 / 956
GRIFFIN, JERRY M &	0	0 / 0	DB: 308 / 846

Value History :

<u>Year</u>	<u>Value</u>	<u>Total</u>	<u>Explanation</u>
1.) 2022	L - 40000 I -	40,000	REVALUED-GENERAL REASS.
2.) 2016	L - 30000 I - 0	30000	GENERAL REASSESSMENT
3.) 2010	L - 35000 I - 0	35000	GENERAL REASSESSMENT
4.) 2006	L - 26000 I - 0	26000	GENERAL REASSESSMENT

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of June 9th, 2022, between Vestal Irrevocable Trust, 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 Grayson, Virginia, and described as:

Tax ID # 75-3-8; Consisting of +/- .52 acres; Elk Creek Magisterial District; Deed 591, Page 129

Tax ID # 75-3-9: Consisting of +/- .54 acres; Elk Creek Magisterial District; Deed 591, Page 129

More Commonly Known As – TBD Pleasant Grove Rd., Independence, VA 24348

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

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

- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. Settlement Agent and Possession.** Settlement shall be made at _____ on or before July 25th, 2022 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

5. Required Disclosures.

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

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

Seller's Initials _____

Purchaser's Initials _____

STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

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

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

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

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

NOTICE

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

6. Standard Provisions.

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

Seller's Initials _____

Purchaser's Initials _____

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.

(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.

Seller's Initials _____

Purchaser's Initials _____

(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.

Lisa Martin (Seller)
Vestal Irrevocable Trust

Martha Wagoner (Seller)
Vestal Irrevocable Trust

Purchaser Name	
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Address

Phone #	Email
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(Purchaser signature)

Purchaser Name

Address

Phone #	Email
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(Purchaser signature)

Seller's Initials

Purchaser's Initials _____