



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 – Douglas M. Sewell, Mary S. Vest, Tracy S. Company, and Vera W. Sewell

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

AUCTION DATE – Thursday, May 11th, 2023 at 3 PM

*** Bids at 3 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:

1. Tax ID 65-95; Consisting of +/- 2.84 acres and house; Deed 17-0001243; Will 22-0000167; HOWELL CREEK
2. Tax ID 65-95; Consisting of +/- 38.23 acres; Deed 17-0001243; Will 22-0000167; HOWELL CREEK
3. Tax ID 65-95; Consisting of +/- 2.84 acres; Deed 17-0001243; Will 22-0000167; HOWELL CREEK

More Commonly Known As: 777 Black Ridge Rd., Floyd, VA 24091

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, May 11th, 2023, at 3:00 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 **\$10,000** non-refundable deposit **PER TRACT** 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, June 26th, 2023**. 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.
- 20) **Final Plat Approval:** Plat has preliminary approval pending health department review of perk test for offering # 1 which is the 2.84-acre house lot. County requires a 100% drain field reserve for septic system.

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

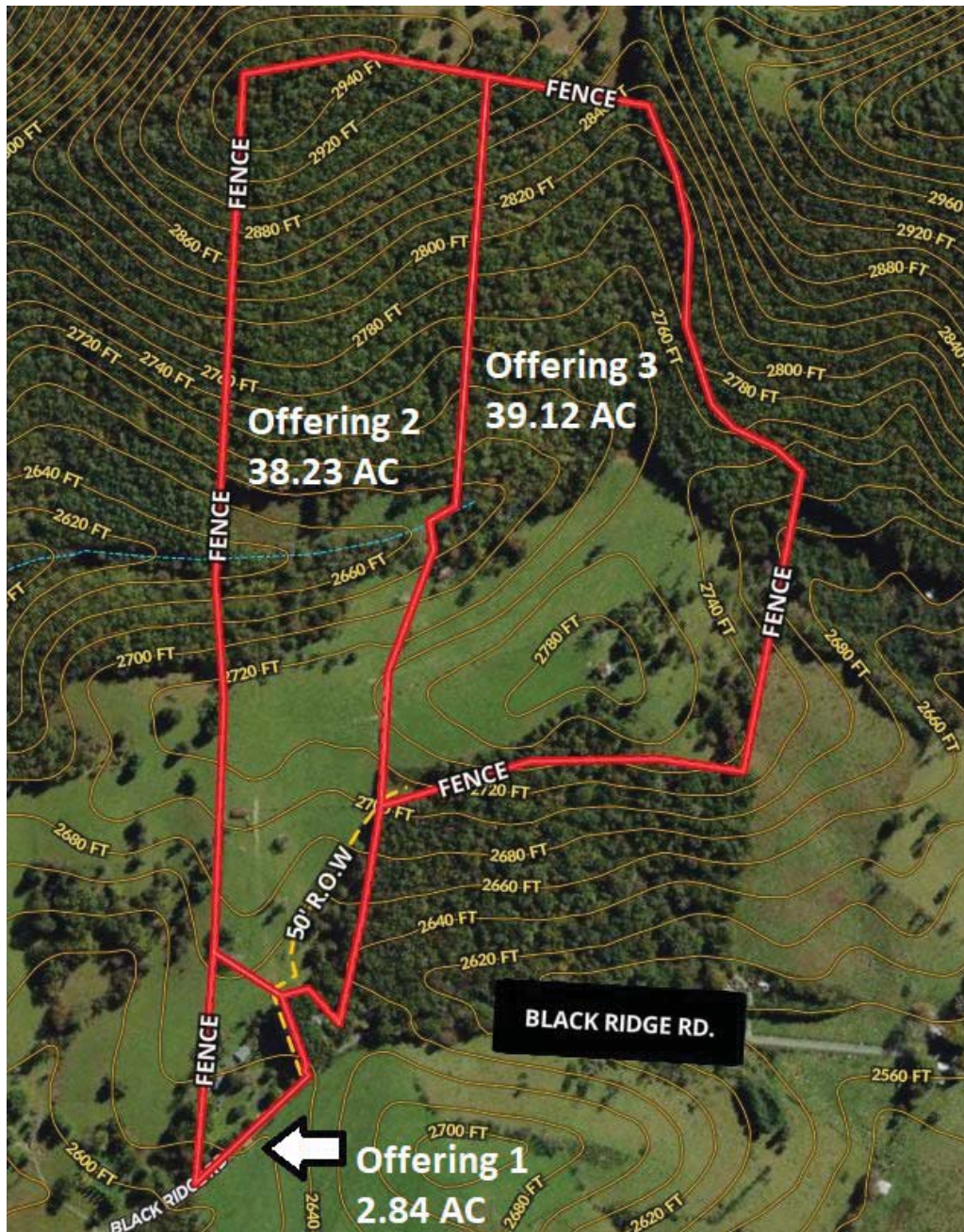
Firm State License #'s

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

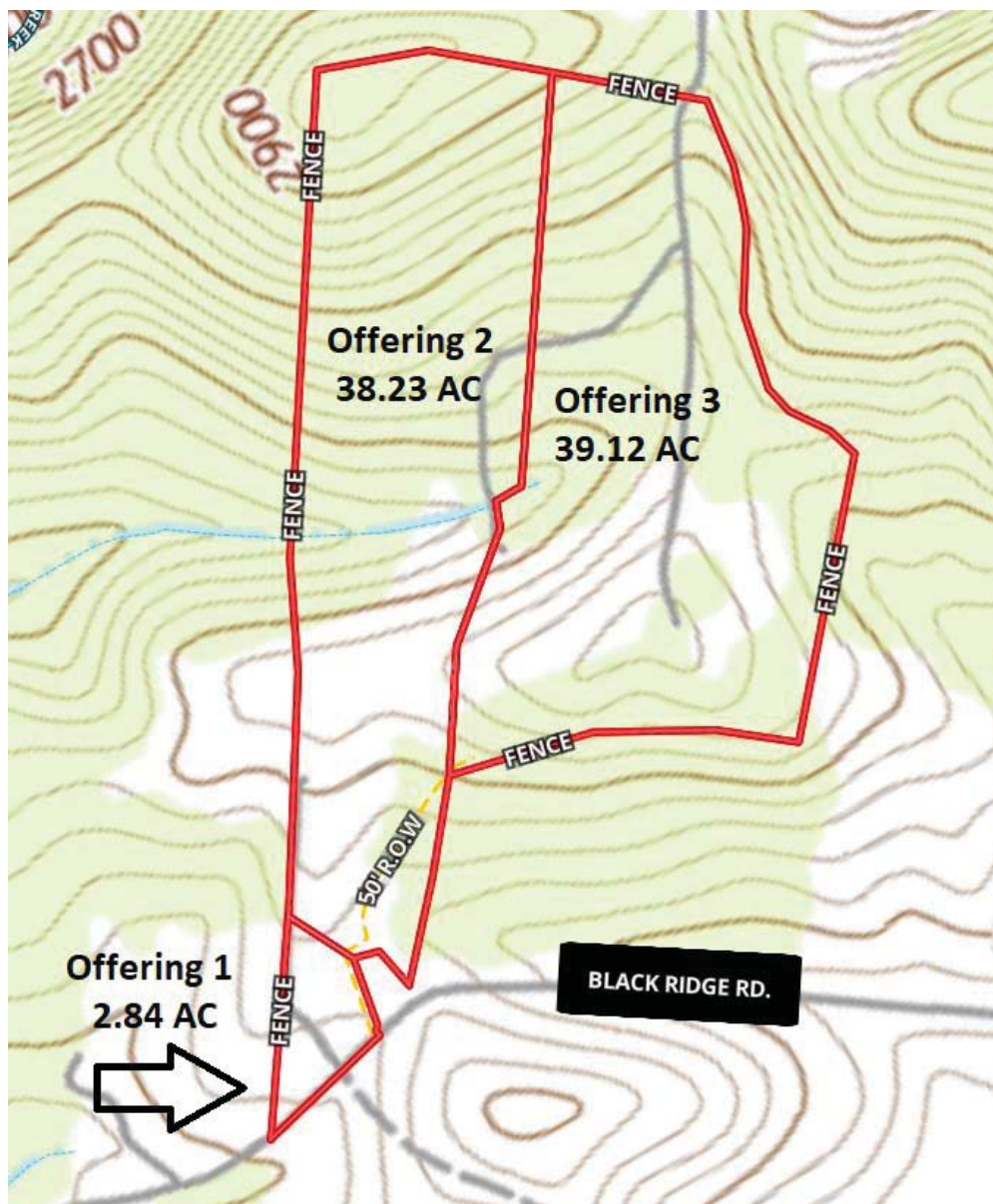
Aerial



Contour



Topo





Neighborhood

777 Black Ridge Rd.,
Floyd, VA 24091

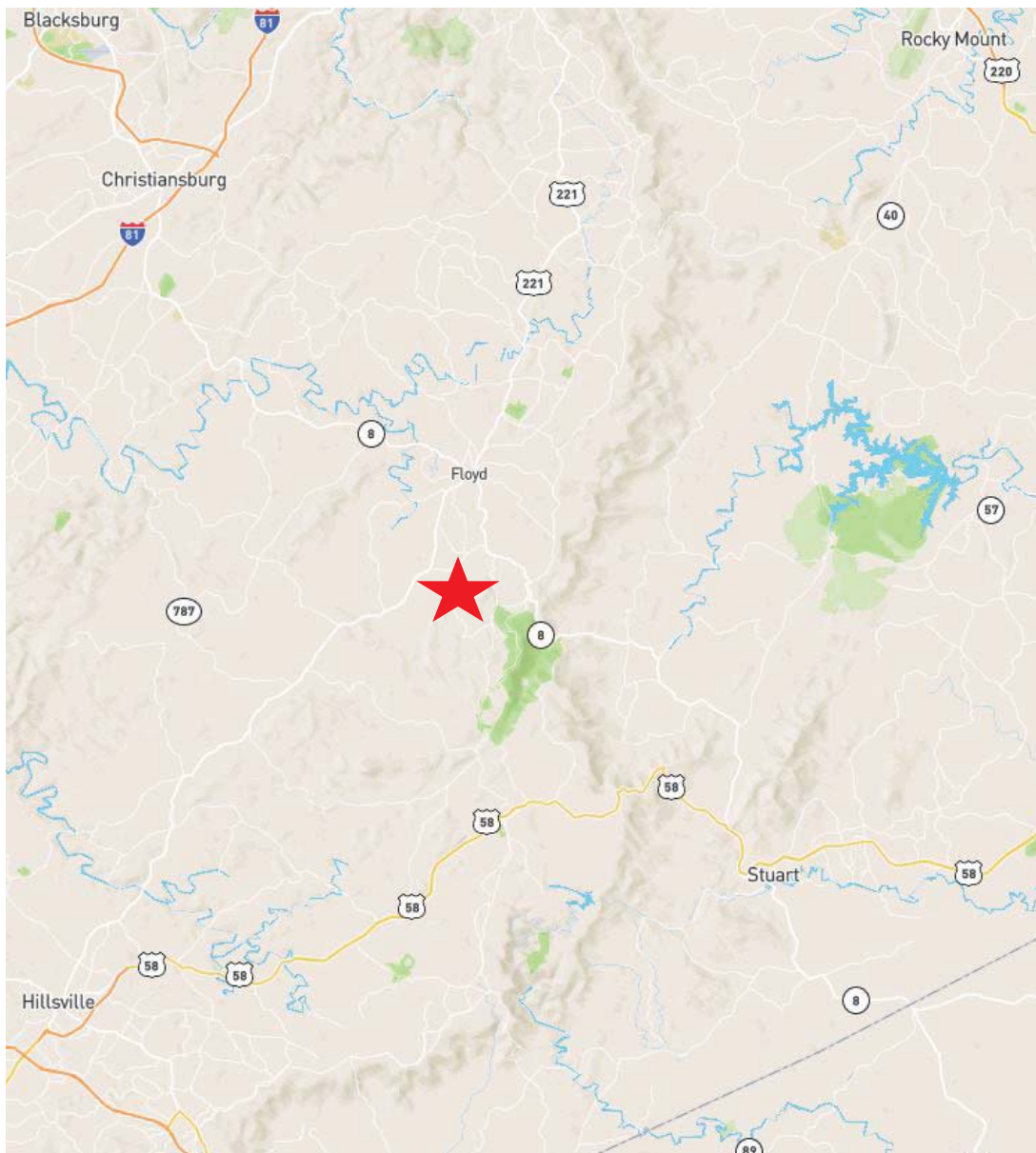




Location

777 Black Ridge Rd.,

Floyd, VA 24091



Restrictions:

- 1- No Trailer Parks may be placed on any tract at any time. A trailer park by definition herein is more than 4 trailers, mobile homes or singlewide homes.
- 2- No shooting ranges shall be allowed.
- 3- No more than 5 unlicensed, untagged, or disabled motor vehicles may be kept or stored on any tract.
- 4- Livestock may be kept on the real estate, however no feed lots or similar intensive agricultural uses may be maintained on any tract.
- 5- No industrial or manufacturing activity may be conducted on any tract. Any new constructed buildings must be set back at least 10 feet from interior lot lines and 20 feet from the common road.
- 6- A 20' wide utility easement is reserved on each tract in a direct line from pole to boundary for the purpose of electrical, telephone, water, sewer and other utilities, and a 10' wide utility easement is reserved along either side of all interior lot lines to be created.
- 7- The tract owners, including the Declarant so long as they still own one or more tracts, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the restrictions stated herein or to prevent the violation or breach of any of them or to seek damages for the said violations and shall have the right to recover from the breaching party all attorney fees and costs resulting from the enforcement of the said restrictions.

Any judgement for damages, costs and/or attorney fees rendered against an owner pursuant hereto shall constitute a lien upon the property which such violation occurred.

The failure by an owner or Declarant to seek enforcement of any of the terms and provisions hereof shall not render this Declaration invalid. The invalidation of any one or more of the Restrictive Covenants here of or any single provision, sentence, clause or phrase contained therein, by any Court of competent jurisdiction shall not affect the remainder of this Declaration, which shall remain in full force and effect.

PROPERTY

Parcel Information

Parcel Record Number (PRN) **8277** Town/District **COURT HOUSE**
 Account Name **SEWELL KENNETH M ESTATE**
 Account Name 2
 Care Of **C/O MARY S. VEST**
 Address1 **10181 PATTERSON DR**
 Address2
 City, State Zip **BENT MOUNTAIN, VA 24059**
 Business Name

Location Address(es)	777 BLACK RIDGE RD	VA
	RT 726	VA

Map Number

Map Insert	Double Circle	Block	Parcel Number
065			95

Total Acres **63.0**
 Deed **DG-17-0001243**
 Will **WILL-22-0000167**
 Plat **NONE**
 Route 726
 Legal Desc 1 HOWELL CREEK
 Legal Desc 2
 Zoning
 State Class AG / UNDEVELOPED 20-99 ACRES
 Topology
 Utilities NONE

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$243,000	\$243,000
Main Structures	\$91,400	\$91,400
Other Structures	\$13,100	\$13,100
TOTALS	\$347,500	\$347,500

Sales History


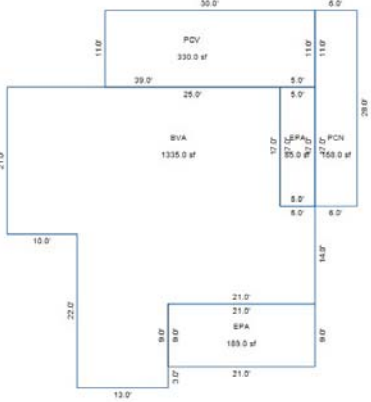
Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
SEWELL KENNETH M	\$0	WILL-20-0000051	1	06/01/2020
VEST MARY SEWELL ET AL		DEED OF GIFT-17-0001243	1	07/20/2017
SEWELL KENNETH M		DEED OF GIFT-16-0000449	1	03/29/2016
SEWELL MARY LOUISE		AFFIDAVIT-16-0000044	1	03/17/2016
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	HOMESITE WD	1.00	\$25,000	\$25,000
2	RESIDUAL	4.00	\$5,000	\$20,000
3	PASTURELAND	16.00	\$4,500	\$72,000
4	WOODLAND	42.00	\$3,000	\$126,000

Main Structures

Main Structure 1	Rooms	6	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	4	Heated Sq Ft	1,335
	Cost/Heated SqFt	\$25.32	Constr Style	CONVENTION

Main Structure Photo	Main Structure Sketch
	

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,335	\$0	\$0
ARCH STYLE	CONVENTION	1,335	\$0	\$0
BATHROOMS	FULL BATHS	1	\$3,000	\$3,000
BATHROOMS	HALF BATHS	1	\$2,000	\$2,000
BUILDING TYPE	SFR	1,335	\$0	\$0
CONDITION	FAIR	1,335	\$0	\$0
EXT FINISH	BRICK	1,335	\$4	\$4,934
EXT FINISH 2	-	1,335	\$0	\$0
FOUNDATION	CINDER BLK	1,335	\$0	\$0
FRAME	WOOD	1,335	\$0	\$0
HEAT	CENTRAL	1,335	\$0	\$0
ROOF MATERIAL	COMP SHG	1,335	\$0	\$0
STORIES	STORIES	1	\$0	\$0

SWL	SWL PRIVTE	1	\$10,000	\$10,000
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Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	PCN	PATIO (CONCRETE)	C	168	1.00	0.00	\$1,008	1940	1940	\$587
2-0	100	PCV	PATIO (COVERED)	C	330	1.00	0.00	\$2,970	1940	1940	\$1,729
3-0	100	EPA	ENCLOSED PORCH (AVG QUALI	C	85	1.00	0.00	\$2,550	1940	1940	\$1,484
4-0	100	BVA	BRICK VENEER ONE STORY	C	1,335	1.00	0.00	\$104,211	1940	1940	\$60,651
5-0	100	EPA	ENCLOSED PORCH (AVG QUALI	C	189	1.00	0.00	\$5,670	1940	1940	\$3,300
6-0	100	BUG	BASEMENT UNDERGROUND	C	1,335	1.00	0.00	\$17,355	1940	1940	\$10,101
7-0	100	BFA	BASEMENT FINISH (AVERAGE	C	168	1.00	0.00	\$3,360	1940	1940	\$1,956

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	GARAGE	GARAGE	NO GRADE	1,008	\$12.00	MANUAL	1.00	0	\$12,100
2	MISC BLDG	MISC BLDG	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$500
3	HAY SHED	HAY SHED	NO GRADE	520	\$1.00	MANUAL	1.00	0	\$500

Well only

Water Supply and/or Sewage Disposal System Construction Permit

Commonwealth of Virginia
Department of Health

Health Department
Identification Number 95-131-4138
Map Reference G 65-95-49A

Floyd Co. Health Department

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 KENNETH SEWELL RT-1 Box 599 Telephone _____
 Address FLOYD, VA. 24091 For a Type III C Sewage Disposal System or Well to
 be constructed on/at FROM FLOYD, 221 S. TO @ 726 1.3 MILES TO HOUSE ON @ WOOD SIDING
 Subdivision _____ Section/Block _____ Lot _____ Actual or estimated water use N/A

BRICK GARAGE

DESIGN	NOTE: SEWAGE DISPOSAL SYSTEM INSPECTION RESULTS
Water supply, existing: (describe) <u>MUDDY WELL</u> To be installed: class <u>III C WELL</u> cased <u>20' MINIMUM</u> grouted <u>20' MINIMUM</u>	Water supply location: Satisfactory yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Completion Report _____ G. W. 2 Received: yes <input type="checkbox"/> no <input type="checkbox"/> not applicable <input type="checkbox"/>
Building sewer: _____ I.D. PVC Schedule 40, or equivalent. Slope 1.25" per 10' (minimum). <input type="checkbox"/> Other _____	Building sewer: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Septic tank: Capacity _____ gals. (minimum). <input type="checkbox"/> Other _____	Pretreatment unit: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Inlet-outlet structure: PVC Schedule 40, 4" tees or equivalent. <input type="checkbox"/> Other _____	Inlet-outlet structure: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Pump and pump station: No <input type="checkbox"/> Yes <input type="checkbox"/> describe and show design. if yes: _____	Pump & pump station: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory.
Gravity mains: 3" or larger I.D., minimum 6" fall per 100', 1500 lb. crush strength or equivalent. <input type="checkbox"/> Other _____	Conveyance method: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Distribution box: Precast concrete with _____ ports. <input type="checkbox"/> Other <u>existing</u>	Distribution box: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Header lines: Material: 4" I.D. 1500 lb. crush strength plastic or equivalent from distribution box to 2' into absorption trench. Slope 2" minimum. <input type="checkbox"/> Other _____	Header lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Percolation lines: Gravity 4" plastic 1000 lb. per foot bearing load or equivalent, slope 2" 4" (min. max.) per 100'. <input type="checkbox"/> Other _____	Percolation lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Absorption trenches: Square ft. required _____; depth from ground surface to bottom of trench _____; aggregate size _____; Trench bottom slope _____; center to center spacing _____; trench width _____; Depth of aggregate _____; Trench length _____; Number of trenches _____	Absorption trenches: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory Date _____ Inspected and approved by: _____ Sanitarian

Water Supply and/or Sewage Disposal System Construction Permit

Commonwealth of Virginia
Department of Health

Health Department
Identification Number 95-131-4138
Map Reference G 65-95-49A

Floyd Co. Health Department

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 KENNETH SEWELL RT. 1 Box 599 Telephone _____
 Address FLOYD, VA. 24091 For a Type III C Sewage Disposal System or Well to
 be constructed on/at FROM FLOYD, 221 S. TO @ 726 1.3 MILES TO HOUSE ON WOOD ST. BRICK GARAGE
 Subdivision _____ Section/Block _____ Lot _____ Actual or estimated water use N/A

DESIGN	NOTE: SEWAGE DISPOSAL SYSTEM INSPECTION RESULTS
Water supply, existing: (describe) <u>Muddy well</u> To be installed: class <u>III C</u> well cased <u>20'</u> minimum grouted <u>20'</u> minimum	Water supply location: Satisfactory yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Completion Report _____ G. W. 2 Received: yes <input type="checkbox"/> no <input type="checkbox"/> not applicable <input type="checkbox"/>
Building sewer: _____ I.D. PVC Schedule 40, or equivalent. Slope 1.25" per 10' (minimum). <input type="checkbox"/> Other _____	Building sewer: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Septic tank: Capacity _____ gals. (minimum). <input type="checkbox"/> Other _____	Pretreatment unit: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Inlet-outlet structure: PVC Schedule 40, 4" tees or equivalent. <input type="checkbox"/> Other _____	Inlet-outlet structure: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Pump and pump station: No <input type="checkbox"/> Yes <input type="checkbox"/> describe and show design. if yes: _____	Pump & pump station: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Gravity mains: 3" or larger I.D., minimum 6" fall per 100', 1500 lb. crush strength or equivalent. <input type="checkbox"/> Other _____	Conveyance method: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Distribution box: Precast concrete with _____ ports. <input type="checkbox"/> Other _____	Distribution box: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Header lines: Material: 4" I.D. 1500 lb. crush strength plastic or equivalent from distribution box to 2' into absorption trench. Slope 2" minimum. <input type="checkbox"/> Other _____	Header lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Percolation lines: Gravity 4" plastic 1000 lb. per foot bearing load or equivalent, slope 2" 4" (min. max.) per 100'. <input type="checkbox"/> Other _____	Percolation lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Absorption trenches: Square ft. required _____; depth from ground surface to bottom of trench _____; aggregate size _____; Trench bottom slope _____; center to center spacing _____; trench width _____; Depth of aggregate _____; Trench length _____; Number of trenches _____	Absorption trenches: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Date _____ Inspected and approved by: _____ Sanitarian	

BRICK GARAGE

Well only

Health Department
Identification Number 95-131-4138

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 Class IIIC well

- 20' minimum casing and grout
- Keep well minimum 100' upslope of drainfield
- minimum 50' from termite treated house, buildings
- call for an inspection once drilling begins
- chlorinate well and distribution system prior to use

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: 7-21-95 Issued by: [Signature]
Sanitarian

Date: 7/21/95 Reviewed by: [Signature]
Supervisory Sanitarian

This Construction Permit Valid until
1-21-2000

If FHA or VA financing

Reviewed by Date _____ Date _____
Supervisory Sanitarian Regional Sanitarian

Well only

Health Department
Identification Number 95-131-4138

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.

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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: 7-21-95 Issued by: *Lina R. Thompson*
 Sanitarian

Date: 7/21/95 Reviewed by: *J. B. [Signature]*
 Supervisory Sanitarian

This Construction Permit Valid until <u>1-21-2000</u>

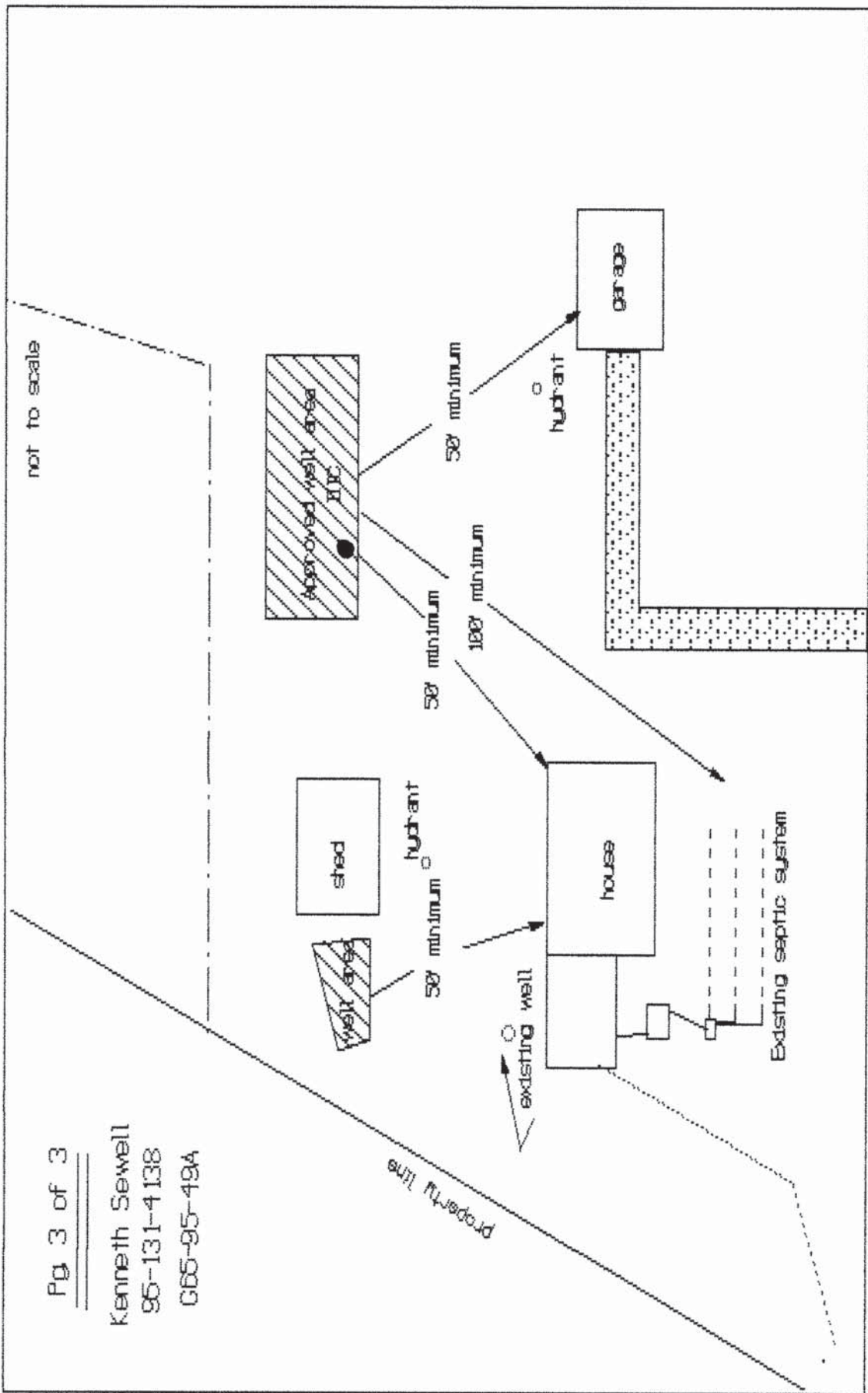
If FHA or VA financing

Reviewed by Date _____ Date _____

C.H.S. 202B Supervisory Sanitarian Regional Sanitarian

Fig 3 of 3

Kenneth Sewell
95-131-4138
065-95-49A



Appendix 6

Permit I.D. No. 95-131-4138

Tag Sheet

	Initials	Date
Application Received:	AA	7-19-95
Application Reviewed:	"	7-19-95
Fee Determination	"	"
Assigned to:	TLT	7-20-95
Site Visit Scheduled:		7-20-95
Site Visit Made:		7-20-95
Follow-up Visit:		
Follow-up Visit:		
Issue/Deny Drafted :		7-21-95
Issue/Deny Reviewed:	MM 7/21/95	
Issue/Deny Countersigned:	MM	7/21/95
Issue/Deny Mailed:		

4 7

**Commonwealth of Virginia
Application for a Sewage Disposal and/or Water Supply Permit**

Health Department I.D. 95-131-438

To Be Completed By The Applicant

Type sewage system: New Repair Expanded Conditional

FHA/VA yes no Case No. _____

Owner: Sewell, Kenneth Address: Rt. 1 Box 509 Phone: 745-2586
Floyd VA

Agent _____ Address _____ Phone _____

Directions to Property: 4 1/10 mi toward Willis on 221. Left on 726, 1 3/10 mi. to house on left. (brick garage)

Subdivision _____ Section _____ Block _____ Lot _____

Other Property Identification _____

Dimensions/size of Lot/Property: 63 acres

Other Application Information

I. Building/facility New Existing
Intermittent Use Yes No If yes, describe: _____

II. Residential Use Yes No
Termite Treatment Yes No
Basement Yes No
Fixtures in Basement Yes No
Single Family Multifamily Number of Units _____ Number of Bedrooms 3

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 Describe: DRILLING New Well
 Private Existing OLD Well DETERIORATED

V. Proposed Sewage Disposal Method: _____

Onsite Sewage Disposal System: Septic Tank Drainfield LPD Mound Other _____

Public Sewerage System _____

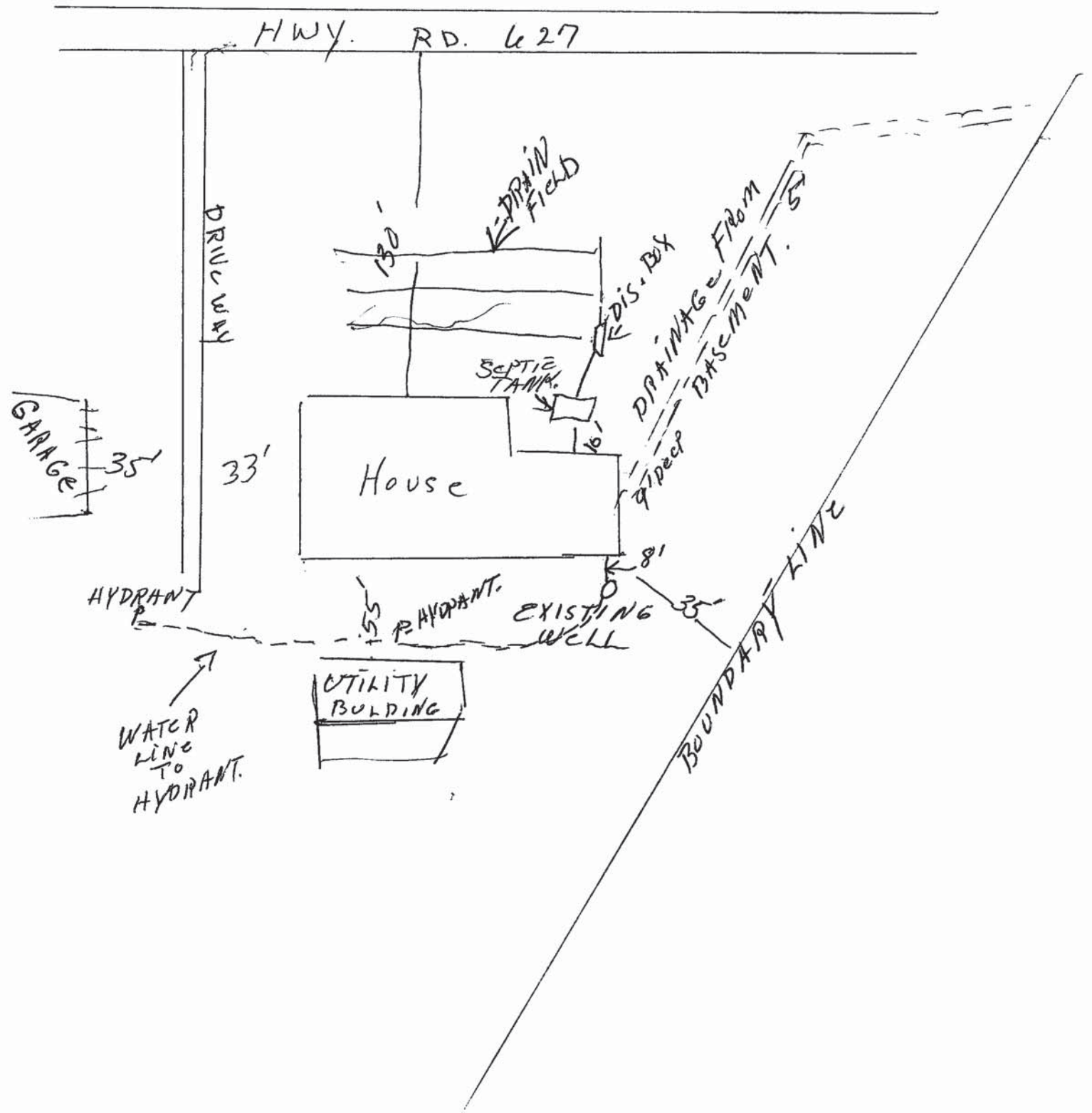
SITE PLAN Attach a site plan (rough sketch) showing dimensions of property, proposed and/or existing structures and driveways, underground utilities, adjacent soil absorption systems, bodies of water, drainage ways, and wells and springs within 200 feet radius of the center of the proposed building or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

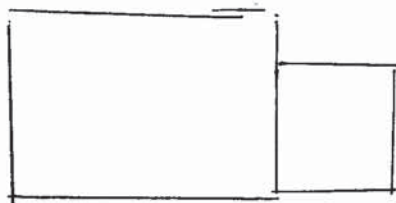
If the property lines and building location are clearly marked and the property is sufficiently visible to see the topography, I give permission to the Department to enter onto the property described for the purpose of processing this application.

Kenneth M. Sewell
Signature of owner/agent

July 19, 1995
Date

K.M. Sewell





Commonwealth of Virginia Uniform Water Well Completion Report

Owner KENNETH M. SEWELL
 Address ROUTE 1 BOX 599
FLOYD VA 24091
 Phone (540) 745-2586
 Location FM FLOYD 221 S L 726 1.3 MILE To
HOUSE ON LEFT - DETACHED BRICK GARAGE

Tax Map ID _____
 VDH Permit 95-131-4
 WVCB Permit _____
 WVCB ID _____
 County FLOYD

* Well Data *

General Information

Drilling Method <u>Air Rotary</u>	Date Completed <u>8/9/95</u>	Total Depth of Well <u>225</u>
Depth to Bedrock <u>135</u>	Yield <u>12</u> (GPM)	Length of Test _____
Static Water Level <u>NC</u>	Stabilized Water Level _____	Natural Flow (Rate) _____
Well Disinfected (Y or N) <u>N</u>	Disinfectant Used _____	Amount Used _____

Casing

From <u>0'</u> to <u>135'</u>	From _____ to _____	From _____ to _____
Size <u>6"</u> Material <u>Steel</u>	Size <u>6"</u> Material <u>PVC</u>	Size _____ Material _____
Weight/Schedule <u>12.93/.188</u>	Weight/Schedule <u>SCH 40</u>	Weight/Schedule _____

Gravel Pack

From _____ to _____	From _____ to _____	From _____ to _____
---------------------	---------------------	---------------------

Grout

From <u>0'</u> to <u>20'</u>	From _____ to _____	From _____ to _____
Bore Hole Size <u>10"</u>	Bore Hole Size <u>10"</u>	Bore Hole Size _____
Type <u>#1 Cement</u>	Type <u>#1 Cement</u>	Type _____
Method <u>Poured</u>	Method <u>Pressure Pumped</u>	Method _____

Water Zones or Screened Intervals

From <u>175</u> to <u>180'</u> <u>6 GPM</u>	From <u>180</u> to <u>205'</u> <u>6 GPM</u>	From <u>215'</u> to <u>225'</u>
Mesh Size _____ Diam. _____	Mesh Size _____ Diam. _____	Mesh Size _____ Diam. _____
From _____ to _____	From _____ to _____	From _____ to _____
Mesh Size _____ Diam. _____	Mesh Size _____ Diam. _____	Mesh Size _____ Diam. _____

* Use Data *

Private Well: Domestic X Agricultural _____ Industrial _____ Monitoring _____
 Public Well: Community _____ Non Community _____

Drillers Log *
(Use additional sheets if necessary)

Depth	Description of Formation or Sediment	Remarks
0' - 5'	Clay	
5' - 74'	Sand	
74' - 128'	Brown Rock	
128' - 135'	Granite	
135' - 146'	Granite	
146' - 147'	Brown Rock	
147' - 155'	Granite	
155' - 157'	Brown Rock	
157' - 159'	Granite	
159' - 160'	Brown Rock	
160' - 225'	Granite	

I certify that the information contained here is true and that this well was installed and constructed accordance with the permit and further that the well complies with all applicable state and local regulations, ordinances and laws.

Drilling

Contractor Richard Simmons Drilling Co., Inc.
 Address Rt 3, Box 236
Buchanan, VA. 24066
 Phone 540-254-2289

Drillers Signature William F. Seese Date 8/21/95
 Representing Richard Simmons Drilling Co., Inc.
 Virginia Contractors License Number 031866



3404 Aerial Way Drive • Roanoke, VA 24018
Phone (540) 343-3618 • Fax (540) 342-2054

**Environmental
Services Division**
Laboratories and Consultants

K.M. Sewell
Route 1, Box 599

Floyd VA 24091

Date Reported: October 23, 1995

Sample Code: 37356

Bacti Code 1371

Chain of Custody Information

Date Collected: October 20, 1995

Time Collected: 0830

Collected By: K. M. Sewell

Sample Notes: Performed for K. M. Sewell

Date Received: October 20, 1995

Time Received: 1206

Sample Type: Well

Sample Location: Route 1, Box 599, Floyd, VA

Analytical Data

Parameter	Result	Method	Date	Analyst
Total Coliform Bacteria	Absent	ONPG-MUG	10-21-95	J. Morris
E. Coli Bacteria	Absent			

Analytical Notes: Analysis indicates sample meets the standards established by the U.S.E.P.A. for drinking water.

Laboratory Certification No:

Virginia #0423

Maryland #183

By: J. Morris

Analytical data meet precision and accuracy criteria established by the U.S.E.P.A. for drinking water, waste water, and solid wastes. Exceptions are noted in the *analytical notes* section of the certificate of analysis.

Environmental Testing, Consulting, and Field Services

Record of Inspection - Private Water Supply System

Commonwealth of Virginia
Department of Health

Health Department
I.D. Number 95-131-4138

F.H.A. or V.A. Case Number
If Applicable

Map Reference

65	95	491
----	----	-----

Date 8-24-95 Local Health Department Floyd Co.

Owner Kenneth Sewell Address Rt. 1 Box 599 Phone _____
Floyd

Exact Location of Premises Rt. 226

Subdivision _____ Section/Block _____ Lot _____

Class of nonpublic drinking water well. 1) Class III A _____
2) Class III B _____
3) Class III C ✓
4) Other _____

Date of installation 8/19/95

CONSTRUCTION INFORMATION

If information in any item below is secured from other sources (i.e. well log, etc.), so note.

- Water well completion report filed as required by Sec. 2.18 Yes No _____
- Well Location: Distances from sources of pollution (See Table 3.1, Minimum Separation Distances and Section 3.4 of the Private Well Regulations.
Building Sewer 775' Pretreatment Unit 7100'
Conveyance System 7100' Subsurface Soil Absorption System 7100'
(nearest point). Property Line 710' Other _____
Site graded where necessary to divert water away from well? Yes _____ No _____ N/A _____
- Construction, General: (see Section 3.6 and 3.7 Private Well Regulations.
Total depth of well 225' feet. Type of casing Steel
Depth of casing 135' feet. Diameter of casing _____ inches.
Casing extends inches above ground 215". Exterior space sealed with neat cement grout to a depth of 20' feet. Screens constructed of _____
free of rough edges and irregularities, with positive watertight seal between screen and casing?
Yes _____ No _____ N/A _____ Well head and opening to the interior protected? Yes _____ No _____
Type of well seal Approved Pitless adapter used? Yes _____ No _____ N/A _____
Properly installed? Yes _____ No _____ N/A _____ Proper venting? Yes _____ No _____ N/A _____
- Quantity: Yield and drawdown determined by continuous pumping of _____ hours. Drawdown _____ feet. Yield 12 GPM. Type of storage _____
- Quality: Sample tap provided at entry into system? Yes _____ No _____ Samples(s) collected? Yes _____
 No _____ Results of samples. Satisfactory Unsatisfactory _____ (attach copy of results of this form)

Based on the inspection of this water supply system and the information contained on the water well completion report attached, this water supply meets does not meet _____ the requirements of the Private Well Regulations.

Remarks: _____

Date 11-8-95 Signed Uma Thompson
Date 11/17/95 Signed W.B.H. [Signature]
Date _____ Signed _____
Sanitarian
Supervisory Sanitarian

070001243

**THIS DEED WAS PREPARED BY
GILBERT, BIRD, SHARPES & ROBINSON**

*Mailed
7-21-17*

Return to:
Gilbert, Bird, Sharpes & Robinson
310 S. Jefferson Street
Roanoke, VA 24011

Title Company: N/A
Consideration: N/A
Assessed Value: N/A

Prepared by:
Jordan K. Sharpes
Gilbert, Bird, Sharpes & Robinson
VSB # 79394

Grantee's Address:
777 Black Ridge Road, SW
Floyd, VA 24091

Exempt from taxation pursuant to Va. Code Ann. § 58.1-811(D) (2017)

TAX MAP # 65-95

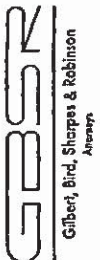
THIS DEED OF GIFT, made and entered into this 22nd day of June, 2017 by and between MARY SEWELL VEST, ROGER ALAN SEWELL, DOUGLAS MARDEN SEWELL, and TRACY SEWELL COMPANY, the GRANTORS, and KENNETH M. SEWELL, the GRANTEE.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of love and affection in accordance with Va. Code Ann. § 58.1-811(D), the receipt whereof is hereby acknowledged, the GRANTORS do hereby grant and convey with General Warranty and English Covenants of Title, unto the GRANTEE, all that certain parcel or tract of land lying and being in Floyd County, Virginia, to wit:

ALL that certain tract or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situate, lying and being on the public road leading from the old Huff Canning Factory to the Blue Ridge Parkway, in the Courthouse Magisterial District, Floyd County, Virginia and containing 63 acres, more or less.

BEING the same property conveyed by deed of gift to the Grantors, dated March 28, 2016, and recorded in the Clerk's Office of the Circuit Court of Floyd County as Instrument No. 160000449; and being the same property



acquired by Kenneth M. Sewell and Mary Louise Sewell, husband and wife, as tenants by the entirety with the right of survivorship, by deed dated March 13, 1961, from Samuel E. Belcher, et ux., said deed recorded in the aforesaid Clerk's Office Deed Book 83, Page 601.

The said Mary Louise Sewell departed this life on June 20, 2014, as evidenced by a Real Estate Affidavit of record at CWF16-44, in the Floyd County Circuit Court Clerk's Office and thereby vesting title in said property to her husband Kenneth M. Sewell.

PROVIDED, HOWEVER, that this conveyance is made subject to reservations, restrictions, easements, and agreements of record to the extent that they may lawfully apply to property herein conveyed.

WITNESS the following signatures and seals:

Mary Sewell Vest (SEAL)
MARY SEWELL VEST

STATE OF Virginia

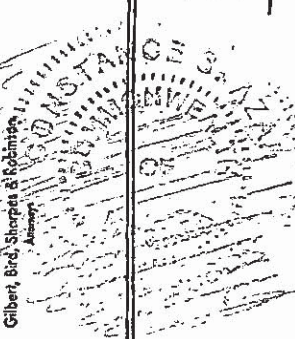
CITY/COUNTY OF Salem, to-wit:

The foregoing deed was acknowledged before me on this the 12 day of July, 2017, by MARY SEWELL VEST, Grantor.

Constance S. Azar
Notary Public

My commission expires: 10/31/2017
Notary Registration #: 312619

GSK
Gilbert, Bro, Sherette & Robinson
Attorneys



Roger Alan Sewell (SEAL)
ROGER ALAN SEWELL

STATE OF Virginia

CITY/COUNTY OF Roanoke, to-wit:

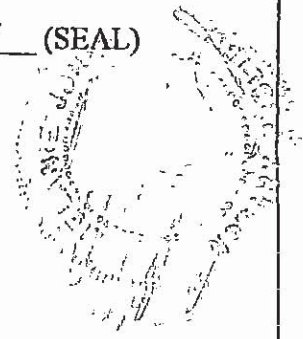
The foregoing deed was acknowledged before me on this the 11th day of July, 2017, by ROGER ALAN SEWELL, Grantor.

Gregory Spencer White
Notary Public

GREGORY SPENCER WHITE
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7681758
My Commission Expires 05/31/20

My commission expires: 05/31/20
Notary Registration #: 7681758

Tracy Sewell Company (SEAL)
TRACY SEWELL COMPANY



STATE OF Vermont

CITY/COUNTY OF Windham, to-wit:

The foregoing deed was acknowledged before me on this the 5th day of July, 2017, by TRACY SEWELL COMPANY, Grantor.

Melaine Jones
Notary Public

My commission expires: 2/10/19
Notary Registration #: _____

GBR
Gilbert, Bird, Shergas & Robinson
Attorneys

Douglas Marden Sewell (SEAL)
DOUGLAS MARDEN SEWELL



Stacy R Schofe
Commonwealth of Virginia
Notary Public
Commission No. 7205328
My Commission Expires 4/30/2020

STATE OF Virginia
CITY/COUNTY OF Roanoke, to-wit:

The foregoing deed was acknowledged before me on this the 13th day of July, 2017, by DOUGLAS MARDEN SEWELL, Grantor.

Stacy R Schofe
Notary Public

My commission expires: 4/30/2020
Notary Registration #: 7205328

INSTRUMENT 170001243
RECORDED IN THE CLERK'S OFFICE OF
FLOYD CIRCUIT COURT ON
July 20, 2017 AT 02:35 PM
RHONDA T. VAUGHN, CLERK
RECORDED BY: AGC

GBR
Gilbert, Bird, Sharpes & Robinson
Attorneys

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 11th, 2023, between Douglas M. Sewell, Mary S. Vest, Tracy S. Company, and Vera W. Sewell, owner 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 Floyd, Virginia, and described as:

2. Legal Description –

1. Tax ID 65-95; Consisting of +/- 2.84 acres and house; Deed 17-0001243; Will 22-0000167; HOWELL CREEK
2. Tax ID 65-95; Consisting of +/- 38.23 acres; Deed 17-0001243; Will 22-0000167; HOWELL CREEK
3. Tax ID 65-95; Consisting of +/- 2.84 acres; Deed 17-0001243; Will 22-0000167; HOWELL CREEK

More Commonly Known As – 777 Black Ridge Rd., Floyd, VA 24091

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 the Auction Company, of \$10,000 per tract (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 June 26th, 2023 ("Settlement Date"). 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

Seller's Initials _____

Purchaser's Initials _____

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.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

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

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

Seller's Initials _____

Purchaser's Initials _____

(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 1940 and lead base paint disclosures apply.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

(j) **Other.** Plat has preliminary approval pending health department review of perk test for Offering # 1 which is the 2.84-acre house lot. County requires a 100% drain field reserve for septic system.

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.

Douglas M. Sewell (Seller) 05/11/2023

Mary S. Vest (Seller) 05/11/2023

Tracy S. Company (Seller) 05/11/2023

Vera W. Sewell (Seller) 05/11/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 05/11/2023

Seller's Initials _____

Purchaser's Initials _____



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



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

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

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

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

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

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

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

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

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

1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ [15.2-5152](#) et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § [15.2-5157](#), but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

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

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

<u>Douglas M. Sewell</u>	<u>02/15/2023</u>	(Date)
<u>Mary S. Vest</u>	<u>02/15/2023</u>	(Date)
<u>Tracy Company</u>	<u>02/14/2023</u>	(Date)
<u>Vera W. Sewell</u>	<u>02/16/2023</u>	(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

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

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

PROPERTY ADDRESS/ **777 Black Ridge Rd, Floyd, VA 24091**
LEGAL DESCRIPTION: **Tax ID 65-95**

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:
https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

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

Douglas M. Sewell
Owner
~~Kenneth M. Sewell Estate~~
02/15/2023
Date

Mary S. Vest
Owner
02/15/2023
Date

Tracy Company 02/14/2023 Vera W. Sewell 02/16/2023

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

Purchaser

Date

Purchaser

Date



ROANOKE VALLEY ASSOCIATION OF REALTORS®



RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT

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

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

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

Property Address / 777 Black Ridge Rd, Floyd, VA 24091
Legal Description: Tax ID 65-95

Douglas M. Sewell 02/15/2023 Mary S. Vest 02/15/2023
Owner Date Owner Date
Tracy Company 02/14/2023 Vera W. Sewell 02/16/2023

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

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

Purchaser Date Purchaser Date

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VIRGINIA REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Purchase)



This disclosure applies to the property(ies) in the City or County of Floyd and is described as follows:
777 Black Ridge Rd., Floyd, VA 24091

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

MSTSL (a) Presence of lead-based paint hazards (check one below):

- Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.
 Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain): _____

MSTSL (b) Records and reports available to the Seller (check one below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): _____

Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))

- _____ (c) Purchaser has received copies of all available information listed above.
 _____ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf
 _____ (e) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)

- Mx (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.
 _____ (g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C 4852d, and Agent is aware of his/her responsibility to ensure compliance.

Certification of Accuracy 02/14/2023 Tracy Company 02/16/2023 Vera W. Sewell
 The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

02/15/2023	/ <u>Douglas M. Sewell</u>	_____	/ _____
Date	Seller	Date	Purchaser
02/15/2023	/ <u>Mary S. Vest</u>	_____	/ _____
Date	Seller	Date	Purchaser
02/14/2023	/ <u>Matthew A. Gallimore</u>	_____	/ _____
Date	Agent	Date	Agent

For informational purposes only:

Firm: _____ Firm: _____

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