



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 – Tracy Dezern

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

AUCTION DATE – Friday, April 11th, 2025 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 Co. located at 102 S. Locust St., 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. Map # 013-A-61; Parcel Record Number: 5892; Consisting of +/-4 Acres and Improvements; Deed Book 2013 Page 2981; TUMBLING CREEK ACR 4
2. Map # 013-A-63; Parcel Record Number: 8591; Consisting of +/-20.58 Acres and Improvements; Deed Book 2013 Page 2981; TUMBLING CREEK ACR 20.579
3. Map # 013-A-62A; Parcel Record Number: 8594; Consisting of +/-2.57 Acres and Improvements; Deed Book 2013 Page 2981; LAUREL FORK-MENDOTA RR ACR 2.57
4. Map # 013-A-65; Parcel Record Number: 8590; Consisting of +/-13 Acres and Improvements; Deed Book 2013 Page 2981; BROADY LAND ACR 13
5. Map # 013-A-65A; Parcel Record Number: 37336; Consisting of +/-2 Acres and Improvements; Deed Book 2013 Page 2981; BROADY LAND ACR 2

Address:

5461 Tumbling Creek Rd., Saltville, VA 24370

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, April 11th, 2025 at 3 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 **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. 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 or Realtor Bill Cordle (276) 701-3446. Preview Dates: Saturday, March 29th at 11 AM and Friday, April 4th at 4 PM
- 5) **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. 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 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 **Tuesday, May 27th, 2025**. 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **Soft Close:** If a bid is received within the last 2 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.

- 18) **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).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **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 off 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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson 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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

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

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only.****

Contour

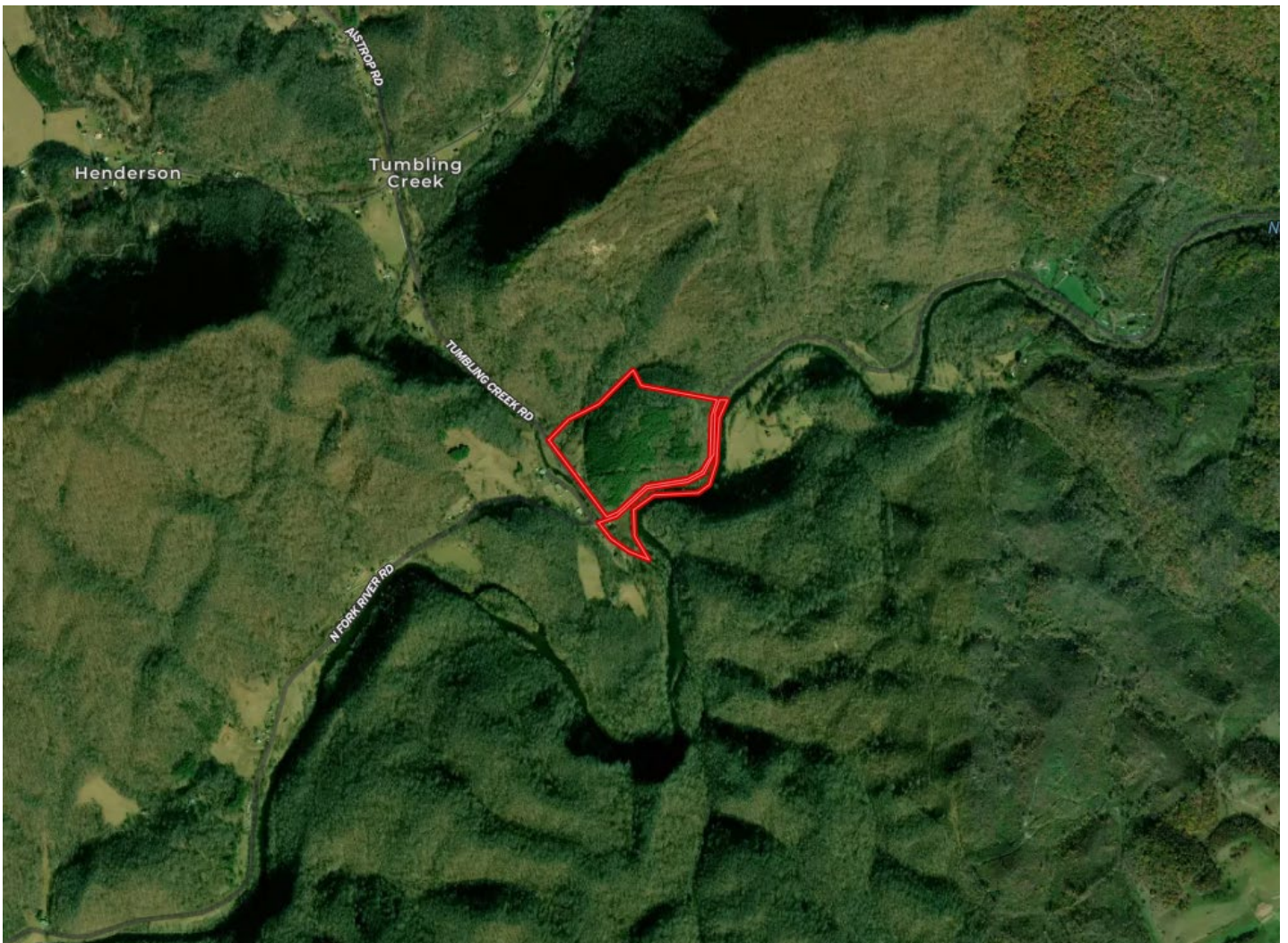


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****



Neighborhood

5461 Tumbling Creek Rd.,
Saltville, VA 24370





Location

5461 Tumbling Creek Rd.,
Saltville, VA 24370



This Instrument Prepared by:
WILSON WORLEY MOORE GAMBLE & STOUT, P.C.
 ATTORNEYS AT LAW
 2021 MEADOWVIEW LANE, 2ND FLOOR
 EASTMAN CREDIT UNION BUILDING
 P.O. BOX 88
 KINGSPORT, TENNESSEE 37662
 (423) 723-0400

PDV/TAX MAP NO. 13-A-61;13-A-62A;13-A-63;13-A-65;13-A-65A
 Consideration: \$85,000.00
 Tax Assessed Value: \$270,800.00

THIS DEED, made and entered into on this 15th day of May, 2013, by and between EASTMAN CREDIT UNION, party of the first part; and WILLIAM E. DEZERN, party of the second part; and

WITNESSETH:

That for and in consideration of the sum of Eighty Five Thousand & No/100 Dollars (\$85,000.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby grant, transfer and convey unto the party of the second part, with covenants of special warranty of title, a certain lot or parcel of land located in Jefferson Magisterial District of Washington County, Virginia, to-wit:

See Exhibit "A"

Property address: 5461 Tumbling Creek Road, Saltville, VA, 24370.

AND BEING the same property conveyed to Eastman Credit Union by Special Warranty Deed dated December 13, 2010 and recorded in the Washington County Circuit Clerk's Office in Instrument No: 110000708.

TO HAVE AND TO HOLD unto the party of the second part, his heirs and assigns forever in fee simple.

The party of the first part, for itself, its successors and assigns, covenants that it has done nothing to encumber or to permit the encumbering of the property described herein and that it will forever warrant and defend the title thereto against the lawful claims of all persons claiming through party of the first part, but not otherwise.

This conveyance is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereto, and to any easements apparent from an inspection of said property.

Taxes for the current year are prorated and payment is assumed by the party of the second part.

WITNESS the signature of the party of the first part on this the day and year first above written.

EASTMAN CREDIT UNION

BY: [Signature]
OLAN O. JONES, JR., PRESIDENT

STATE OF TENNESSEE / COUNTY OF SULLIVAN :

I, Tara M. Smith, a Notary Public in and for the state and County aforesaid, do certify that Olan O. Jones, Jr., whose name, as President of Eastman Credit Union, is signed to the writing above, bearing date on the 16th day of MAY, 2013, has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 16th day of May, 2013.

My term of office expires on the 24th day of August, 2013.

[Signature]
NOTARY PUBLIC

ADDRESS OF OWNER AND TAXPAYER:

William E. DeZern
5461 Tomahawk Creek Rd
Spartanburg VA 24370



EXHIBIT "A"**PARCEL ONE: Tax Map Nos. 13-A-83, 13-A-85 and 13-A-85A**

BEGINNING at a corner of Roy Darnell in the center of the gap road and with his line in a northeastern direction 455 feet and continuing with his line in a southeastern direction 783 feet to a corner of John Collins and with his line in a southeastern direction 355 feet to a buckeye on top of a hill; thence easterly 491 feet to an ash; thence southeasterly 108 feet to an oak on top of a cliff; thence with the John Collins line 425 feet to the center of the River Road and with the center of the River Road 1900 feet to the intersection of the River Road and Tumbling Creek Road and with the center of the Tumbling Creek Road in a northwestern direction 771 feet to a set stone, thence leaving the road and with the new line of Pauline Broady in a southwest direction 37 feet to a set stone and continuing with her new line in a northwest direction 250 feet to a set stone; thence in an easterly direction with her new line 70 feet to the place of **BEGINNING**, and containing about 36 acres.

PARCEL TWO: Tax Map No. 13-A-81

BEGINNING at a corner of John Collins in the North line of the North Fork of Holston River; thence with the North line of the North Fork of Holston River 2070 feet to a point in the center of Tumbling Creek where it empties into the North Fork of Holston River; thence with the center of said Tumbling Creek North 630 feet to a corner of Pauline Broady; thence East with the line of Pauline Broady 80 feet to a point in the center of Tumbling Creek Road, in the line of Jackson's other land; thence with Jackson's other land South with the center line of Tumbling Creek Road 120 feet to a point in the center of the River Road and the intersection of the Tumbling Creek Road with the River Road; thence with the line of Jackson's other land and the center line of the River Road East 1900 feet to a point in the line of John Collins; thence with the line of Collins 45 feet to the **BEGINNING**, containing 4 acres more less.

PARCEL THREE: Tax Map No. 13-A-82A

BEGINNING at Station 93-95 on the centerline of the Laurel Fork and Mendota Railroad as now located and staked, and on the property line between the lands of George Broady and Thomas D. Broady; thence with said property line N. 27-30 E., 40.1 feet; thence parallel to and forty (40) feet from the center line of the Laurel Fork and Mendota Railroad as now located and staked, and curving to the left with a radius of 319.3 feet, 179.7 feet; thence N. 40-22 E., 125 feet; thence curving to the right with a radius of 450.3 feet, 355.8 feet; thence N. 85-92 E., 251.1 feet; thence curving to the left with a radius of 319.3 feet, 455.9 feet; thence N. 1-22 E., 58 feet to a point in the property line between the lands of Thomas D. Broady and George Broady; thence with said property line S. 88-98 E., crossing the center line of the Laurel Fork and Mendota Railroad as now located and staked, at Station 107-94, for distance of 80 feet; thence parallel to and forty (40) feet from the said center line as now located and staked, S. 1-22 E., 58 feet; thence curving to the right with a radius of 399.3 feet, 597.5 feet; thence S. 85-92 W., 251.1 feet; thence curving to the left with a radius of 370.3 feet, 293.2 feet; thence S. 40-22 W., 125 feet; thence curving to the right with a radius of 399.3 feet, 198.6 feet to a point in the property line between the lands of George Broady and Thomas D. Broady; thence with said property line N. 27-30 E., 40.1 feet to the **BEGINNING**, at Station 93-95, containing 2.67 acres, more or less.

INSTRUMENT #130002981
 RECORDED IN THE CLERK'S OFFICE OF
 WASHINGTON COUNTY ON
 MAY 20, 2013 AT 02:40PM
 \$271.00 GRANTOR TAX WAS PAID AS
 REQUIRED BY SEC 58.1-802 OF THE VA. CODE
 STATE: \$135.50 LOCAL: \$135.50

PATRICIA S. MOORE, CLERK
 RECORDED BY: KXM

Washington County Service Authority
25122 Regal Dr.
Abingdon, VA 24211

RIGHT-OF WAY EASEMENT

THIS RIGHT OF WAY EASEMENT made and entered into this 5 day of MAY, 2014, by and between WILLIAM E. DEZERN, hereinafter referred to as "Landowner," and the Washington County Service Authority, hereinafter referred to as "WCSA":

WITNESSETH:

That for and in consideration of One Dollar (\$1.00) cash in hand paid to the Landowner by WCSA and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey with General Warranty to WCSA and its successors and assigns forever the following property:

A twenty (20) foot wide permanent and a forty (40) foot wide temporary water easement, centered on the water line for the installation, maintenance, and operation, of said water line on which easement is beneath, upon, and over the real property as shown on a sketches titled "WCSA WATERLINE PROJECT", dated MAY 2, 2014 attached hereto and incorporated herein, which easements are beneath, upon, and over the northwest portion of the real property situated in the Jefferson Magisterial District on Tax Parcel Number(s) 013-A-65 and 013-A-65A.

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or for WCSA shall be and remain the property of WCSA and no charge shall at any time be made by the Landowner for the use of the property occupied by WCSA or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.
2. WCSA and its agents and employees, for the purpose of inspecting, maintaining or operating its facilities, shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.
3. WCSA shall have the right to inspect, rebuild, repair, change, alter and install such additional or substitute lines or facilities within the easement herein granted as WCSA may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.
4. WCSA shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of WCSA's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition.
5. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by WCSA for the purposes aforesaid, provided, however, that all such use shall be at Landowner's risk unless prior written approval of WCSA is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple.
6. Whether or not the easement herein conveyed is exclusive, no other party shall be granted the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by WCSA in writing that such use will not be in conflict with, or inconvenient to, WCSA's use thereof or the purpose for which such easement was granted.

7. This instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signature and seal:

WILLIAM E. DEZERN

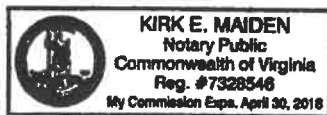
By William E. DeZern

COMMONWEALTH OF VIRGINIA
COUNTY OF WASHINGTON, to wit:

The foregoing Deed of Easement was acknowledged before me this the 5th day of MAY, 2014 by WILLIAM E. DEZERN.

Given under my hand this 5 day of MAY, 2014.

(Notary Public Seal)



Kirk E. Maiden
Notary Public
My commission expires 4-30-2018
Notary Registration number 7328546

(WCSA use only.)

The undersigned representative of Washington County Service Authority does hereby swear or affirm that the actual consideration for the conveyances contained herein, or value thereof, whichever is greater, is \$ 0, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sworn to and subscribed before me this 7 day of MAY, 2014.



Kirk E. Maiden
Notary Public Whose Commission
Expires on 4-30-2018
Notary Registration No. 7328546

INSTRUMENT #140002112
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
MAY 13, 2014 AT 09:50AM
PATRICIA S. MOORE, CLERK
RECORDED BY: KJM

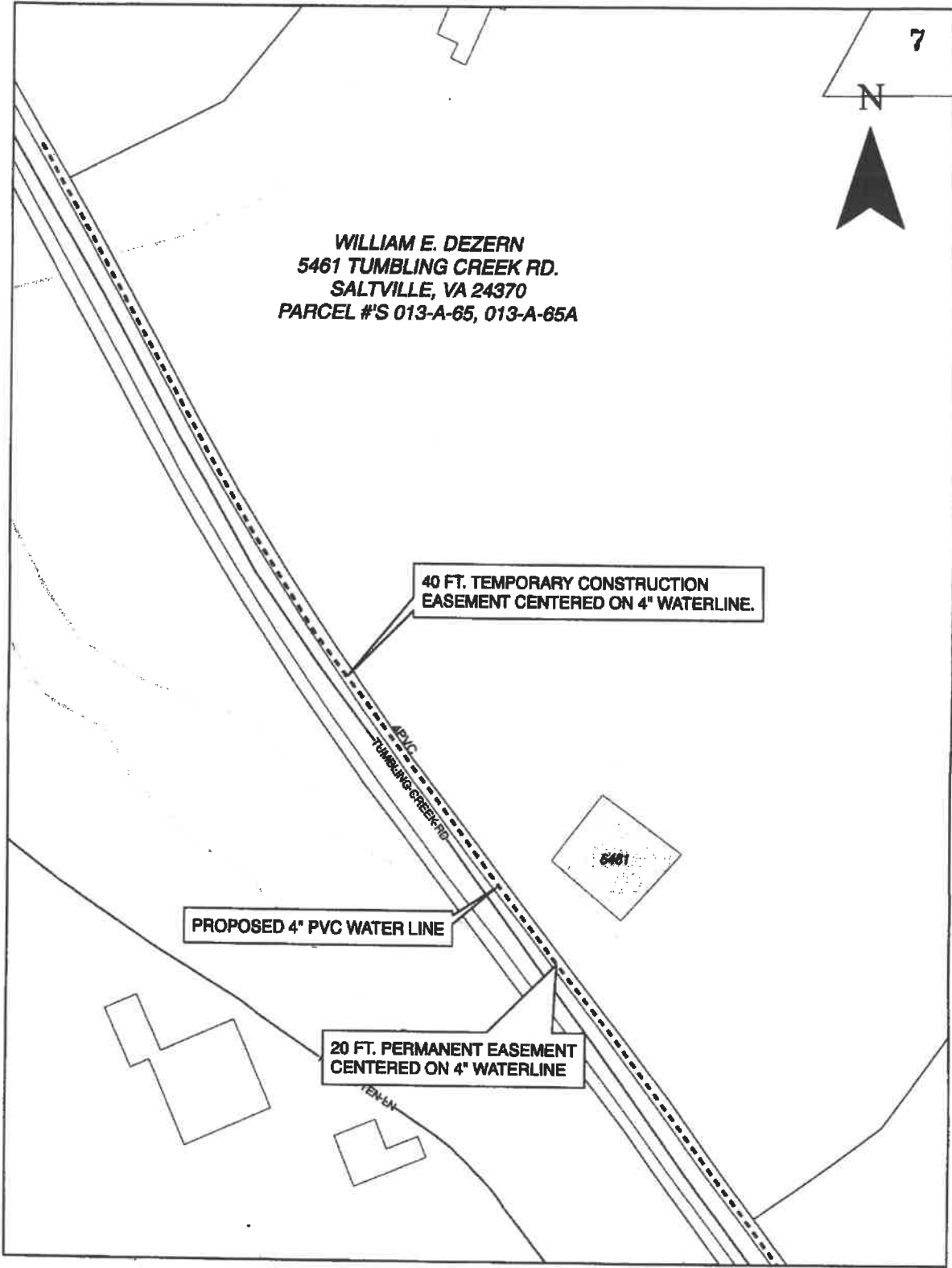


WILLIAM E. DEZERN
5461 TUMBLING CREEK RD.
SALTVILLE, VA 24370
PARCEL #'S 013-A-65, 013-A-65A

40 FT. TEMPORARY CONSTRUCTION
EASEMENT CENTERED ON 4" WATERLINE.

PROPOSED 4" PVC WATER LINE

20 FT. PERMANENT EASEMENT
CENTERED ON 4" WATERLINE



WCSA WATERLINE PROJECT
DATE: MAY 2, 2014



APPROVAL FOR RECORDATION
THIS PLAT MAY BE COMMITTED TO RECORD.
[Signature]
County Utility Coordinator
7 MAY 2014
Date of Execution



NOTE:
PROPERTY LINES ARE APPROXIMATE
AND ARE BASED OFF OF TAX MAP INFORMATION.

PROPERTY

Parcel Information

Parcel Record Number (PRN) **8592** Town/District **JEFFERSON**
 Account Name **DEZERN WILLIAM E**
 Account Name2
 Care Of
 Address1 **P O BOX 236**
 Address2
 City, State Zip **CONVERSE, SC 29329**
 Business Name
 Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
013-A-61	013		A		61	

Total Acres **4.0**
 Deed **D-2013-2981**
 Additional Deed
 Will **WILL-0114-781**
 Plat **NONE**
 Additional Plat
 Route
 Legal Desc 1 TUMBLING CREEK ACR 4
 Legal Desc 2
 Zoning CR - CONSERVATION & RECREATION
 State Class 2 - SINGLE FAMILY SUBURB
 Topology ROLLING/SLOPING
 Utilities NONE

Assessed Values

Type	2025 Reassessment Value	Previous Value (2024)
Land Use	\$2,800	\$2,500
Land (market value)	\$52,500	\$40,000
Main Structures	\$0	\$0
Other Structures	\$2,500	\$2,500
TOTALS	\$55,000	\$42,500

NOTE: Previous value shows total improvements as Main Structures value.

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
EASTMAN CREDIT UNION	\$85,000	DEED-2013-2981	5	05/20/2013
JACKSON JAMES E II	\$130,000	DEED-2011-708	5	02/09/2011
	\$0	WILLBOOK-0114-781	3	

Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	OPEN RESIDUE	3.00	\$7,500	\$22,500	NONE	NONE
2	HOMESITE	1.00	\$30,000	\$30,000	NONE	NONE

Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
Qualifying	OS-CONSERV	OPEN SPACE - CONSERVATION	4.0000	\$705	\$2,820

Main Structures

No data to display					
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Other Structures

Sec	Description	Class	Area	Story Height	YearBlt
1	BARN-FRAME	I043	1	1.00	0

Data last updated: 02/01/2025

PROPERTY

Parcel Information

Parcel Record Number (PRN) **8591** Town/District **JEFFERSON**
 Account Name **DEZERN WILLIAM E**
 Account Name2
 Care Of
 Address1 **P O BOX 236**
 Address2
 City, State Zip **CONVERSE, SC 29329**
 Business Name
 Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
013-A-63	013		A		63	

Total Acres **20.58**
 Deed **D-2013-2981**
 Additional Deed
 Will **NONE**
 Plat **NONE**
 Additional Plat
 Route
 Legal Desc 1 TUMBLING CREEK ACR 20.579
 Legal Desc 2
 Zoning CR - CONSERVATION & RECREATION
 State Class 5 - AGR/UNDDEV 20-99 ACR
 Topology OPEN
 Utilities NONE

Assessed Values

Type	2025 Reassessment Value	Previous Value (2024)
Land Use	\$4,800	\$3,500
Land (market value)	\$92,600	\$61,700
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$92,600	\$61,700

NOTE: Previous value shows total improvements as Main Structures value.

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
EASTMAN CREDIT UNION	\$85,000	DEED-2013-2981	5	05/20/2013
JACKSON JAMES E II	\$130,000	DEED-2011-708	5	02/09/2011
JACKSON WILLIAM EDWARD & LULA B	\$0	DEEDBOOK-253-342	1	

Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	WOODED	20.58	\$4,500	\$92,610	NONE	NONE

Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
Qualifying	FOR-GOOD	FOREST - GOOD X	20.5800	\$231	\$4,754

Main Structures

No data to display					
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Other Structures

Sec	Description	Class	Area	Story Height	YearBlt
No data to display					

Data last updated: 02/01/2025

PROPERTY

Parcel Information

Parcel Record Number (PRN) **8594** Town/District **JEFFERSON**
 Account Name **DEZERN WILLIAM E**
 Account Name2
 Care Of
 Address1 **P O BOX 236**
 Address2
 City, State Zip **CONVERSE, SC 29329**
 Business Name
 Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
013-A-62A	013		A		62	A

Total Acres **2.57**
 Deed **D-2013-2981**
 Additional Deed
 Will **WILL-0114-781**
 Plat **NONE**
 Additional Plat
 Route
 Legal Desc 1 LAUREL FORK-MENDOTA RR ACR 2.57
 Legal Desc 2
 Zoning CR - CONSERVATION & RECREATION
 State Class 2 - SINGLE FAMILY SUBURB
 Topology ROLLING/SLOPING
 Utilities NONE

Assessed Values

Type	2025 Reassessment Value	Previous Value (2024)
Land Use	\$1,800	\$1,600
Land (market value)	\$38,800	\$31,300
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$38,800	\$31,300

NOTE: Previous value shows total improvements as Main Structures value.

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
EASTMAN CREDIT UNION	\$85,000	DEED-2013-2981	5	05/20/2013
JACKSON JAMES E II	\$130,000	DEED-2011-708	5	02/09/2011
	\$0	WILLBOOK-0114-781	3	

Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	PASTURE	1.57	\$5,600	\$8,792	NONE	NONE
2	HOMESITE	1.00	\$30,000	\$30,000	NONE	NONE

Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
Qualifying	OS-CONSERV	OPEN SPACE - CONSERVATION	2.5700	\$705	\$1,812

Main Structures

No data to display	
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Other Structures

Sec	Description	Class	Area	Story Height	YearBlt
No data to display					

Data last updated: 02/01/2025

PROPERTY

Parcel Information

Parcel Record Number (PRN) **8590** Town/District **JEFFERSON**
 Account Name **DEZERN WILLIAM E**
 Account Name2
 Care Of
 Address1 **P O BOX 236**
 Address2
 City, State Zip **CONVERSE, SC 29329**
 Business Name
 Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
013-A-65	013		A		65	

Total Acres **13.0**
 Deed **D-2013-2981**
 Additional Deed
 Will **WILL-0114-781**
 Plat **NONE**
 Additional Plat
 Route
 Legal Desc 1 BROADY LAND ACR 13
 Legal Desc 2
 Zoning CR - CONSERVATION & RECREATION
 State Class 2 - SINGLE FAMILY SUBURB
 Topology ROLLING/SLOPING
 Utilities NONE

Assessed Values

Type	2025 Reassessment Value	Previous Value (2024)
Land Use	\$9,200	\$8,100
Land (market value)	\$97,200	\$73,000
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$97,200	\$73,000

NOTE: Previous value shows total improvements as Main Structures value.

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
EASTMAN CREDIT UNION	\$85,000	DEED-2013-2981	5	05/20/2013
JACKSON JAMES E II	\$130,000	DEED-2011-708	5	02/09/2011
	\$0	WILLBOOK-0114-781	3	

Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	PASTURE	12.00	\$5,600	\$67,200	NONE	NONE
2	HOMESITE	1.00	\$30,000	\$30,000	WELL	SEPTIC

Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
Qualifying	OS-CONSERV	OPEN SPACE - CONSERVATION	13.0000	\$705	\$9,165

Main Structures

No data to display						
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Other Structures

Sec	Description	Class	Area	Story Height	YearBlt
No data to display					

Data last updated: 02/01/2025

PROPERTY

Parcel Information

Parcel Record Number (PRN) **37336** Town/District **JEFFERSON**
 Account Name **DEZERN WILLIAM E**
 Account Name2
 Care Of
 Address1 **P O BOX 236**
 Address2
 City, State Zip **CONVERSE, SC 29329**
 Business Name
 Location Address(es) **5461 TUMBLING CREEK RD**

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
013-A-65A	013		A		65	A

Total Acres **2.0**
 Deed **D-2013-2981**
 Additional Deed
 Will **WILL-0114-781**
 Plat **NONE**
 Additional Plat
 Route
 Legal Desc 1 **BROADY LAND ACR 2.00**
 Legal Desc 2
 Zoning **CR - CONSERVATION & RECREATION**
 State Class **2 - SINGLE FAMILY SUBURB**
 Topology **ROLLING/SLOPING**
 Utilities **NONE**

Assessed Values

Type	2025 Reassessment Value	Previous Value (2024)
Land	\$27,500	\$20,000
Main Structures	\$102,500	\$53,000
Other Structures	\$1,600	\$1,600
TOTALS	\$131,600	\$74,600

NOTE: Previous value shows total improvements as Main Structures value.

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
EASTMAN CREDIT UNION	\$85,000	DEED-2013-2981	5	05/20/2013
JACKSON JAMES E II	\$130,000	DEED-2011-708	5	02/09/2011
	\$0	WILLBOOK-0114-781	1	04/01/1991

Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	HOMESITE	1.00	\$20,000	\$20,000	WELL	SEPTIC
2	OPEN RESIDUE	1.00	\$7,500	\$7,500	NONE	NONE

Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
No data to display					

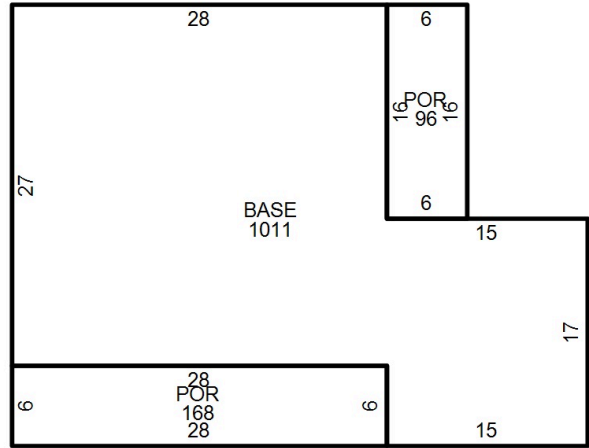
Main Structures

Main Structure 1	Main Structure Value	\$102,500	Rooms	5
	Bedrooms	3	Heated Sq Ft	1,011
			Occupancy	DWELLING

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of
A/C	NO AIR CONDITIONING	1,011
BASEMENTS	1/4 BSMT	253
CARPORTS	NONE	1
ELECTRIC	ELECTRIC	1,011
EXTFIN	FRAME	1,011
FLOOR	CARPET	1,011
FLOOR	WOOD FLOORING	1,011
FLUES	FLUE	1
FOUNDATION	CINDERBLOCK	1,011
FUEL	OIL	1,011
GARAGES	DET GARAGE	2
GAS	NO PUBLIC GAS	1,011
HEAT	FORCED AIR	1,011
PLUMBING	FULL BATHS	1
PLUMBING	HALF BATHS	
ROOF MATERIAL	METAL	1,011
ROOF TYPE	GABLE	1,011
WALL	DRYWALL	1,011

Main Structure Sections

Sec	% Cmpl	Class	Description	Area	Story Hgt	Yr Built	Eff Yr
1-0	100	BASE	BASE SECTION	1,011	1.00	1965	1965
2-0	100	POR	PORCH	96	1.00	1965	1965
3-0	100	POR	PORCH	168	1.00	1965	1965

Other Structures

Sec	Description	Class	Area	Story Height	YearBit
1	GAR-CB	1296	440	1.00	0
2	SHEDS	1699	1	1.00	0

Data last updated: 02/01/2025

DIVISION 4. - CONSERVATION AND RECREATION DISTRICT CR[9]**Footnotes:**

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Cross reference— *Environment, ch. 30.***Sec. 66-271. - Statement of intent.**

The objective of the CR conservation and recreation district is the preservation of open space for recreation and other compatible uses consistent with some of the present characteristics. In order to prevent future indiscriminate development, it is the intent of this division to promote orderly, but limited, growth. Since much of the land area in this district has a slope steepness in excess of 20 percent, it precludes intensive development for most uses. This district includes, but is not limited to, all of the land north of the north fork of the Holston River. Any new growth that occurs in this district should not be in conflict with the existing public recreation facilities. Thus, such development must be of particular interest to the whole community, and it must be planned for before development occurs. In all instances, the development should be limited to sparse occupation for purposes of safety, health, convenience, order, etc., of the community.

(Code 1997, § 66-301)

Sec. 66-272. - Permitted uses and accessory uses and structures.

- (a) *Permitted uses.* In the CR district, structures to be erected or land to be used shall be for one or more of the following permitted uses:
- (1) Agriculture and forestry.
 - (2) Agritourism subject, when applicable, to requirements for large agritourism events as set out in this article.
 - (3) Antennas and towers that are located in the Signal Hill Communication Complex, which is an area of land owned by the state department of game and inland fisheries located on the Hidden Valley Wildlife Management Area consisting of 18 lots, a plat of which is of record in the office of the Clerk of Circuit Court of the county and on file in the office of the Administrator or his designee, shall be permitted as provided in [section 66-274](#) and which are for the use of:
 - a. Interstate carriers (interstate telephone and/or telegraph companies, etc.);
 - b. Commercial television/radio;
 - c. Telecommunication service providers;
 - d. Private local users who do not make a direct profit from the facility;
 - e. Government and educational television/radio.
 - (4) Cafes and restaurants.
 - (5) Churches and schools.
 - (6) Country general store.
 - (7) Directional signs.
 - (8) Ecotourism, minor.
 - (9) Home occupations.
 - (10) Lodges, clubs and hunting preserves.
 - (11) Manufactured homes, provided that no manufactured home shall be used for business purposes in the CR district except for home occupations as defined by this chapter and subject to the provisions of article XI, division 2 of this chapter.
 - (12) Parks and playgrounds.
 - (13) Riding stables, bridle trails.
 - (14) Single-family dwellings.
 - (15) Utilities and public services as follows:
 - a. Poles, overhead and underground lines, distribution transformers, meters, street lighting and related appurtenances necessary for the transmission and distribution of electric and telecommunication services, with the exception of telecommunication towers; however, telecommunication towers and antennas used exclusively by public or private schools or educational institutions for the receipt and transmission of data solely for educational purposes shall be permitted by right subject to compliance with the provisions of article X of this chapter.
 - b. Underground pipes and lines, manholes, pumping and booster stations, meters and related appurtenances necessary for the transmission and distribution of potable water, wastewater collection, and natural gas transmission and distribution.
 - c. Solid waste disposal convenience station operated by the county after a public hearing shall have been held by the board of supervisors.
- (b) *Accessory uses and structures.* No accessory structure may be closer than five feet to any property line. The following accessory uses and structures are permitted in the CR district:
- (1) Business signs, only to advertise the sale or rent of the premises upon which erected.
 - (2) Church bulletin boards.
 - (3) Garages. However, garages or other accessory structures such as carports, porches and stoops attached to the main building shall be considered part of the main building.
 - (4) Home occupation signs.
 - (5) Identification signs, not to exceed eight square feet.
 - (6) Off-street parking as required by this chapter.

(Code 1997, § 66-302; Ord. No. 98-7, § 1(66-302), 7-27-1998; Ord. No. 99-4, § 1(66-302), 6-8-1999; Ord. No. 2000-01, § 1(66-302), 4-11-2000; Ord. No. 2015-003, § 4, 5-12-2015; Ord. No. 2022-08, § 4, 12-13-2022)

Sec. 66-273. - Special exception uses.

In the CR district, the following uses or structures may be permitted only if approved for the issuance of a special exception as provided in this chapter:

- (1) Animal related services.
- (2) Cemeteries.
- (3) Day care center.
- (4) Ecotourism, major.
- (5) Fire department offices and facilities, emergency medical rescue squad offices and facilities, law enforcement offices and facilities and other governmental offices and facilities.
- (6) Location sign.
- (7) Off-site uses related to airport safety as defined in [section 66-610](#).
- (8)

Permanent manufactured home parks subject to the provisions of [sections 66-969](#) through [66-989](#). No home occupations as defined by this chapter shall be conducted from a manufactured home located in a permanent manufactured home park except for the business office of the operator of the park.

- (9) Professional offices.
- (10) Recreation, commercial.
- (11) Recreational vehicle parks and campgrounds.
- (12) Rock quarries.
- (13) Sawmills, agriculturally related businesses, small businesses in general which are not objectionable because of dust, noise or odors.
- (14) Telecommunications towers in accordance with [section 66-274](#).
- (15) Water and wastewater treatment plants.

(Code 1997, § 66-302; Ord. No. 98-7, § 1(66-302), 7-27-1998; Ord. No. 99-4, § 1(66-302), 6-8-1999; Ord. No. 2000-01, § 1(66-302), 4-11-2000; Ord. No. 2015-003, §§ 5, 6, 5-12-2015)

Sec. 66-274. - Antennas and towers.

- (a) Telecommunications towers and antennas that are permitted in the Signal Hill Communication Complex as provided in [section 66-272\(13\)](#) shall be by application and submittal of site plan, documentation showing approval by the Federal Aviation Administration and any other approvals required by state or federal law, and an application fee of as provided in the fee schedule in Appendix A to this Code. Since there will be no ongoing residential or commercial activity, presence or traffic at the lots in the Signal Hill Communication Complex, the factors which would generally require a minimum lot size of two acres per use in the Signal Hill Communication Complex may not be applicable and since various state and federal agencies will approve the construction or erection of the antenna or tower prior to the issuance of a permit by the county, the administrator shall have the power to reduce the area requirements to a size appropriate to the tower or antenna being constructed.
- (b) Applicants other than those permitted in [section 66-272\(13\)](#) for antennas or towers in the Signal Hill Communication Complex shall be approved only after a hearing and a special exception and a nonrefundable application fee as provided in the fee schedule in Appendix A to this Code.
- (c) Applications for antenna sites or towers at locations other than those sites already designated for antennas and towers will be evaluated only upon receipt of an application on behalf of the property owner and the owner of the proposed tower and a nonrefundable deposit as provided in the fee schedule in Appendix A to this Code and approvals by the Federal Aviation Administration and all federal and state agencies having approval and regulatory authority.

(Code 1997, § 66-303; Ord. No. 2000-01, § 1(66-303), 4-11-2000)

Sec. 66-275. - Area regulations.

The minimum lot area for each permitted use in the CR district shall be two acres; one acre, where public water is available.

(Code 1997, § 66-304)

Sec. 66-276. - Setback regulations.

Structures in the CR district shall be 35 feet or more from any street right-of-way that is 50 feet or greater in width or 60 feet or more from the centerline of any street right-of-way less than 50 feet in width, except that signs advertising the sale or rent of premises may be erected up to the property line. This shall be known as the "setback line."

(Code 1997, § 66-305)

Sec. 66-277. - Frontage and yard regulations.

- (a) The minimum frontage for permitted uses in the CR district shall be 150 feet at the setback line.
- (b) The minimum side yard for each main structure shall be 15 feet, and the total width of the two required side yards shall be 35 feet or more.
- (c) Each main structure shall have a rear yard of 35 feet or more.

(Code 1997, § 66-306)

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 11th, 2025, between Tracy Dezern 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 Washington, Virginia, and described as:

2. Legal Description –

1. Map # 013-A-61; Parcel Record Number: 5892; Consisting of +/-4 Acres and Improvements; Deed Book 2013 Page 2981; TUMBLING CREEK ACR 4
2. Map # 013-A-63; Parcel Record Number: 8591; Consisting of +/-20.58 Acres and Improvements; Deed Book 2013 Page 2981; TUMBLING CREEK ACR 20.579
3. Map # 013-A-62A; Parcel Record Number: 8594; Consisting of +/-2.57 Acres and Improvements; Deed Book 2013 Page 2981; LAUREL FORK-MENDOTA RR ACR 2.57
4. Map # 013-A-65; Parcel Record Number: 8590; Consisting of +/-13 Acres and Improvements; Deed Book 2013 Page 2981; BROADY LAND ACR 13
5. Map # 013-A-65A; Parcel Record Number: 37336; Consisting of +/-2 Acres and Improvements; Deed Book 2013 Page 2981; BROADY LAND ACR 2

More Commonly Known As – 5461 Tumbling Creek Rd., Saltville, VA 24370

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 (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.

Seller's Initials _____

Purchaser's Initials _____

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before May 27th, 2025 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

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

NOTICE

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

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.

Seller's Initials _____

Purchaser's Initials _____

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

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1965 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

Seller's Initials _____

Purchaser's Initials _____

discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

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

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

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

(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.

Tracy Dezern (Seller) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____