



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

TERMS OF AUCTION

AUCTION FOR – Estate of Nancy Spangler (113.36 +/- Acres & improvements, 4 Tracts)

AUCTION LOCATION – 981 Spangler Mill Road, Floyd VA 24091 and

Online Only at VaAuctionpro.com

AUCTION DATE – Saturday, October 17, 2020 at 10 am

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 – 981 Spangler Mill Road; Floyd VA 24091

Legal Description – Court House Magisterial District

Tract # 1 – 65.8871 Acres & Improvements; Portion of Tax Map # 44-1

Tract # 2 – 13.7244 Acres; Portion of Tax Map # 44-1

Tract # 3 – 11.1472 Acres; Portion of Tax Map # 44-1

Tract # 4 – 22.608 Acres; Portion of Tax Map # 43-13

*****Offered Individually then in combination with a 5% increase***

General Terms and Conditions

10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposits are \$20,000 for Tract # 1 and Improvements, and \$5,000 for each of Tract #’s 2, 3, and 4.

BIDDER REGISTRATION – Registration will begin at 9am at Live Auction,
or online prior to auction at VaAuctionPro.com

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

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

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

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

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

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

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

EARNEST MONEY DEPOSIT – Purchaser will be required to make an **Earnest Money** on **October 17th, 2020**. **Earnest Money Deposits are \$20,000 for Tract # 1 and Improvements, and \$5,000 for each of Tract #'s 2, 3, and 4.** The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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

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

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

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

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

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

Name _____

Signature _____

Address _____

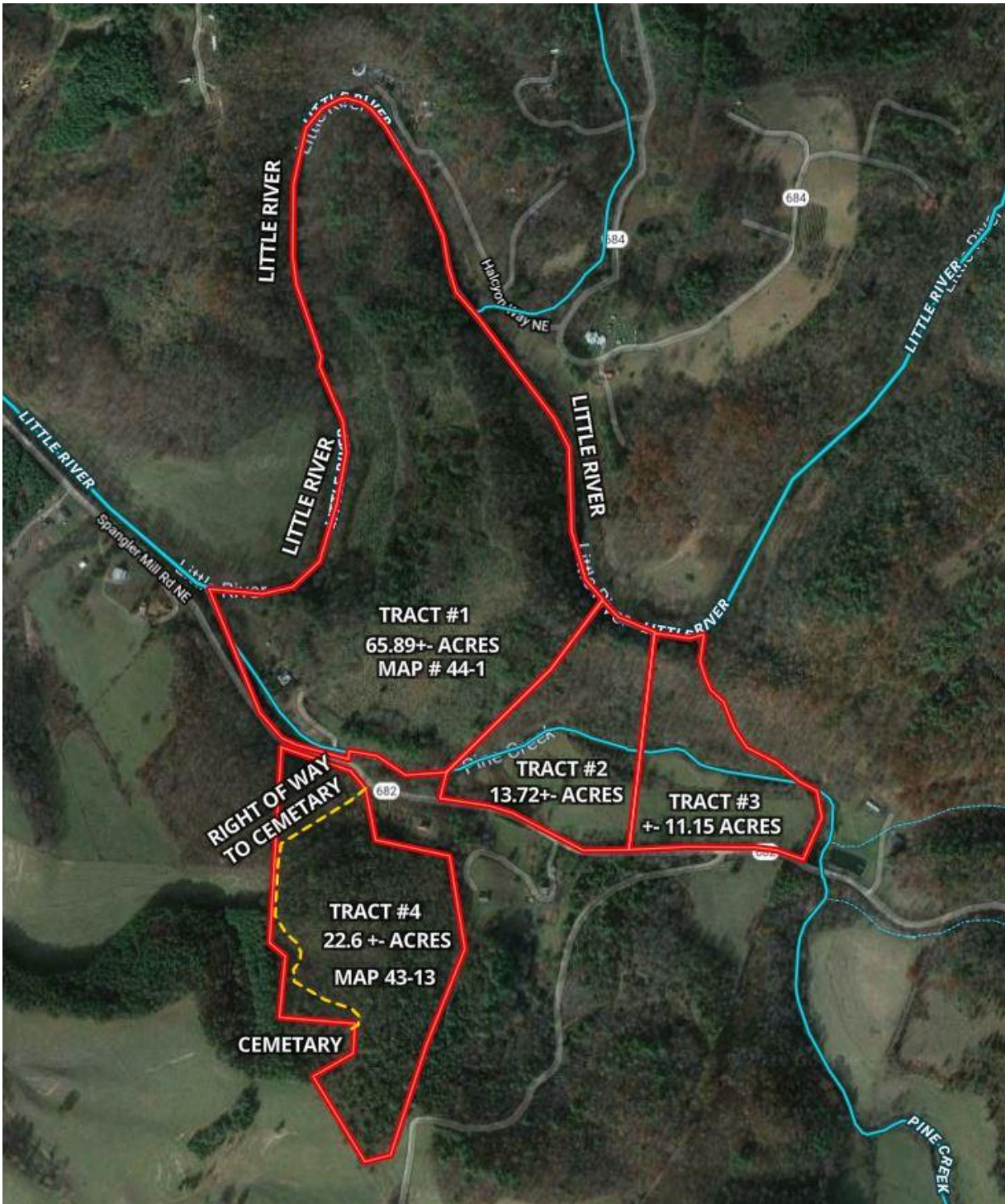
Phone _____

Email _____



Auction Services

Aerial





Auction Services

Aerial Tract #1





Auction Services

Aerial Tract #2 & 3



Aerial Tract #4



3D Map

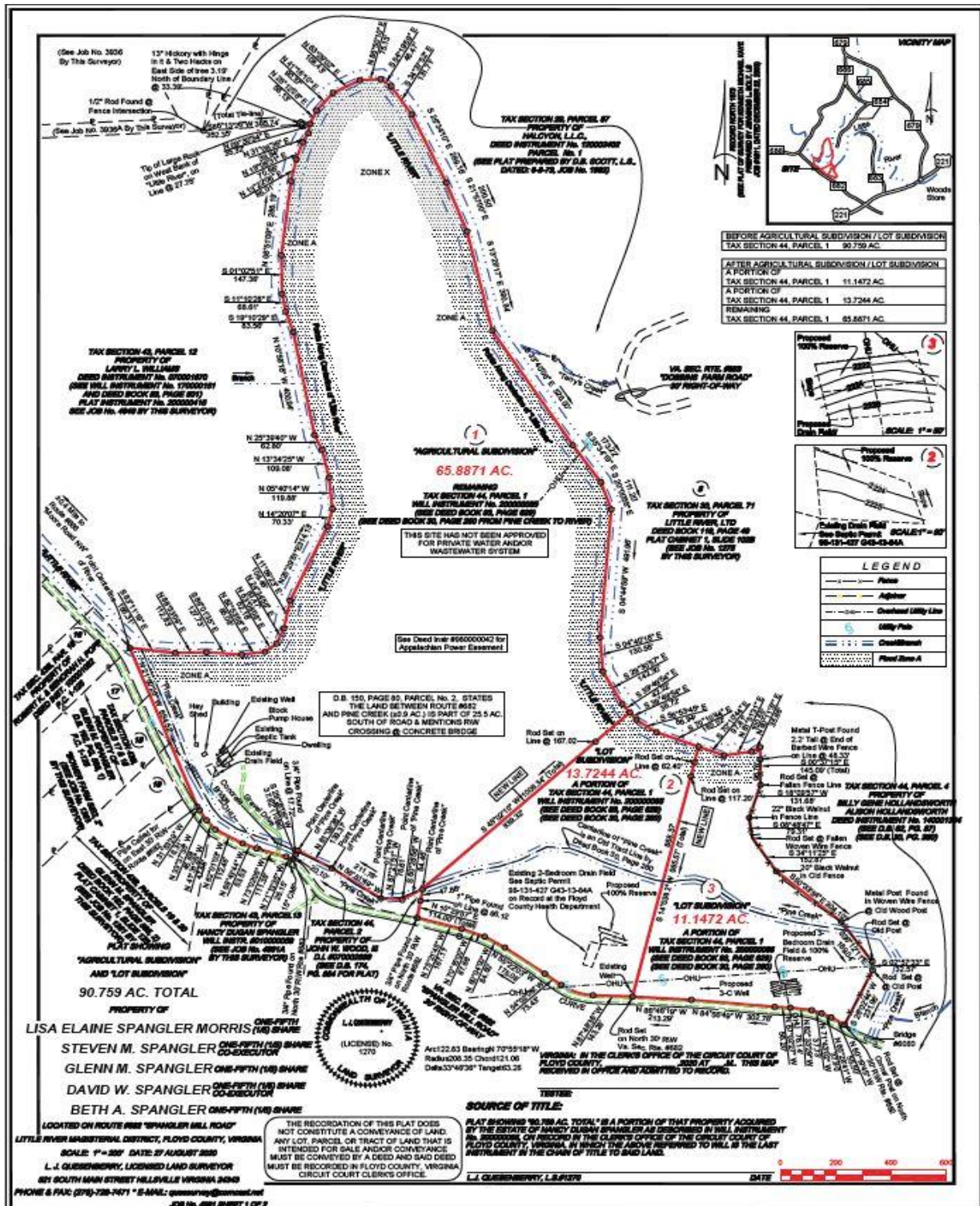




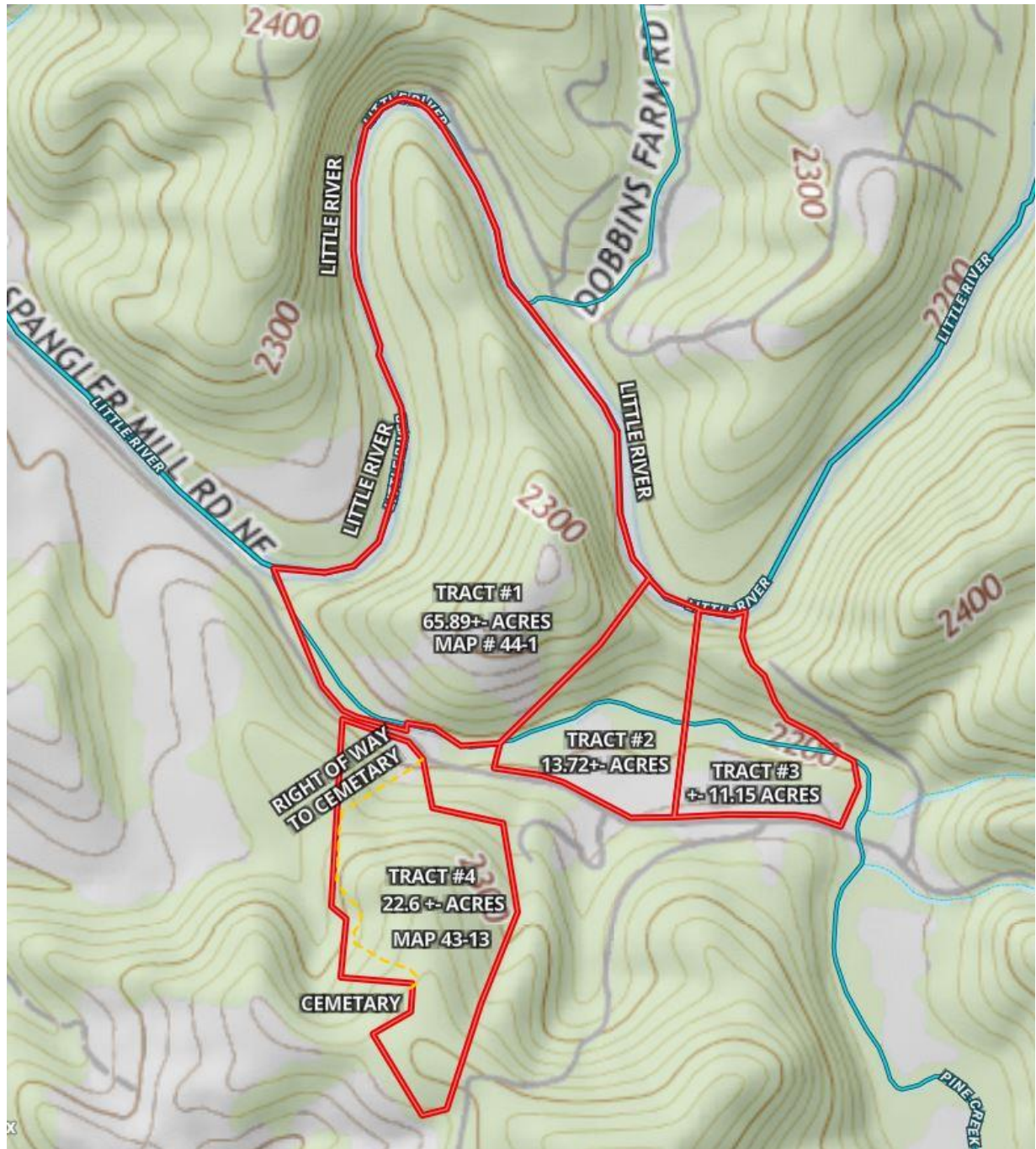
Auction Services



Survey Tract #1, 2, & 3



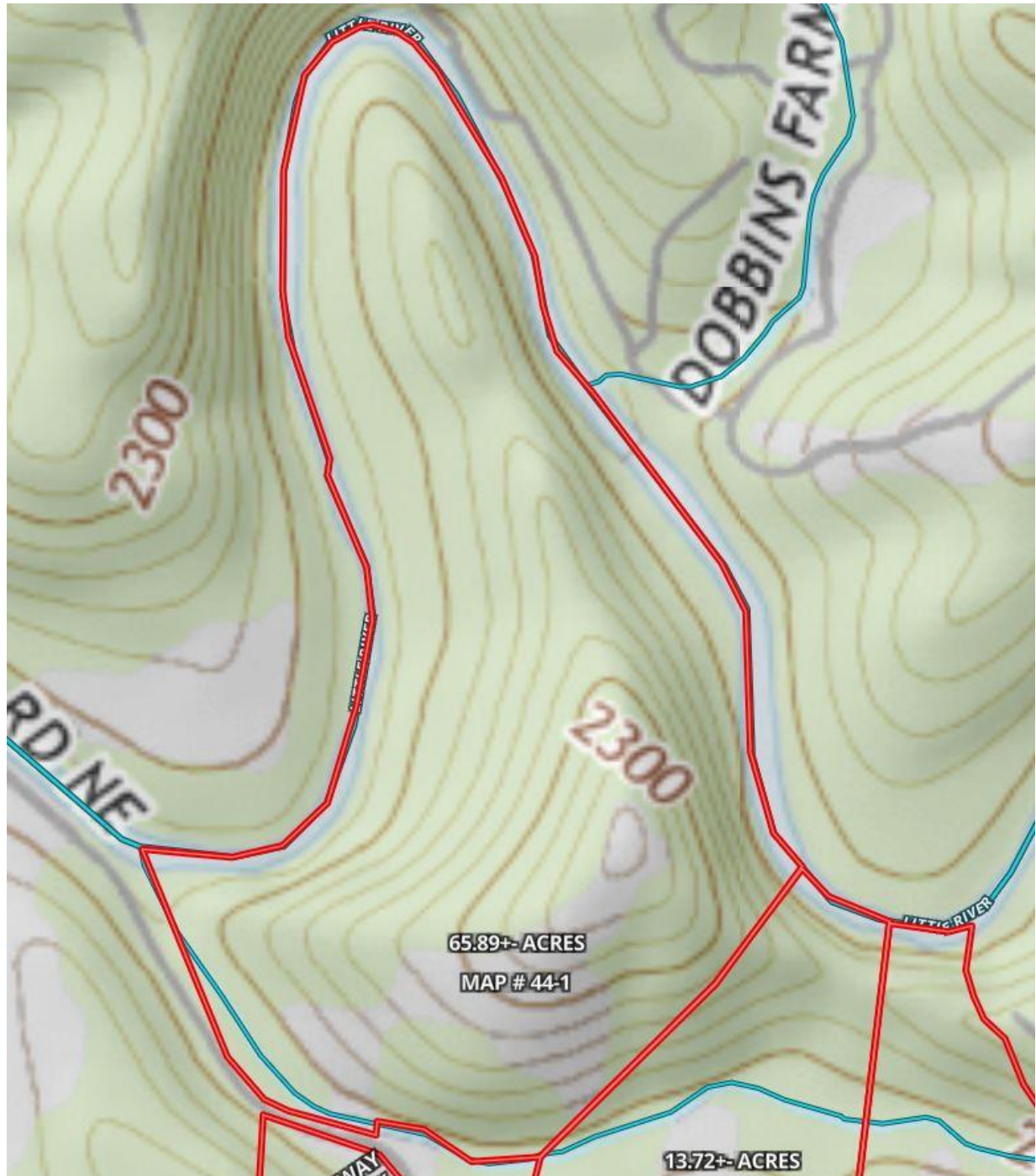
Topo





Auction Services

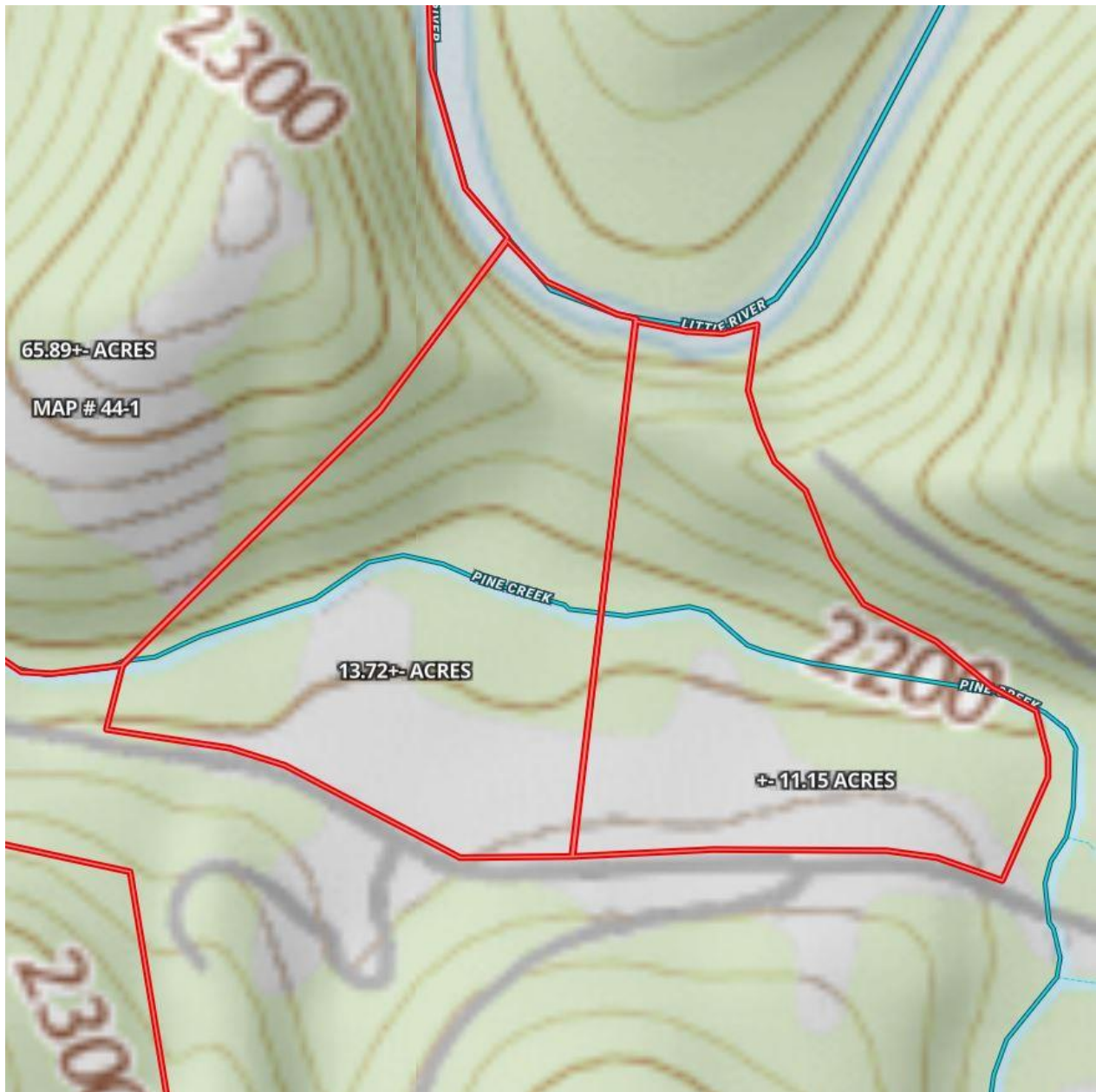
Topo Tract #1





Auction Services

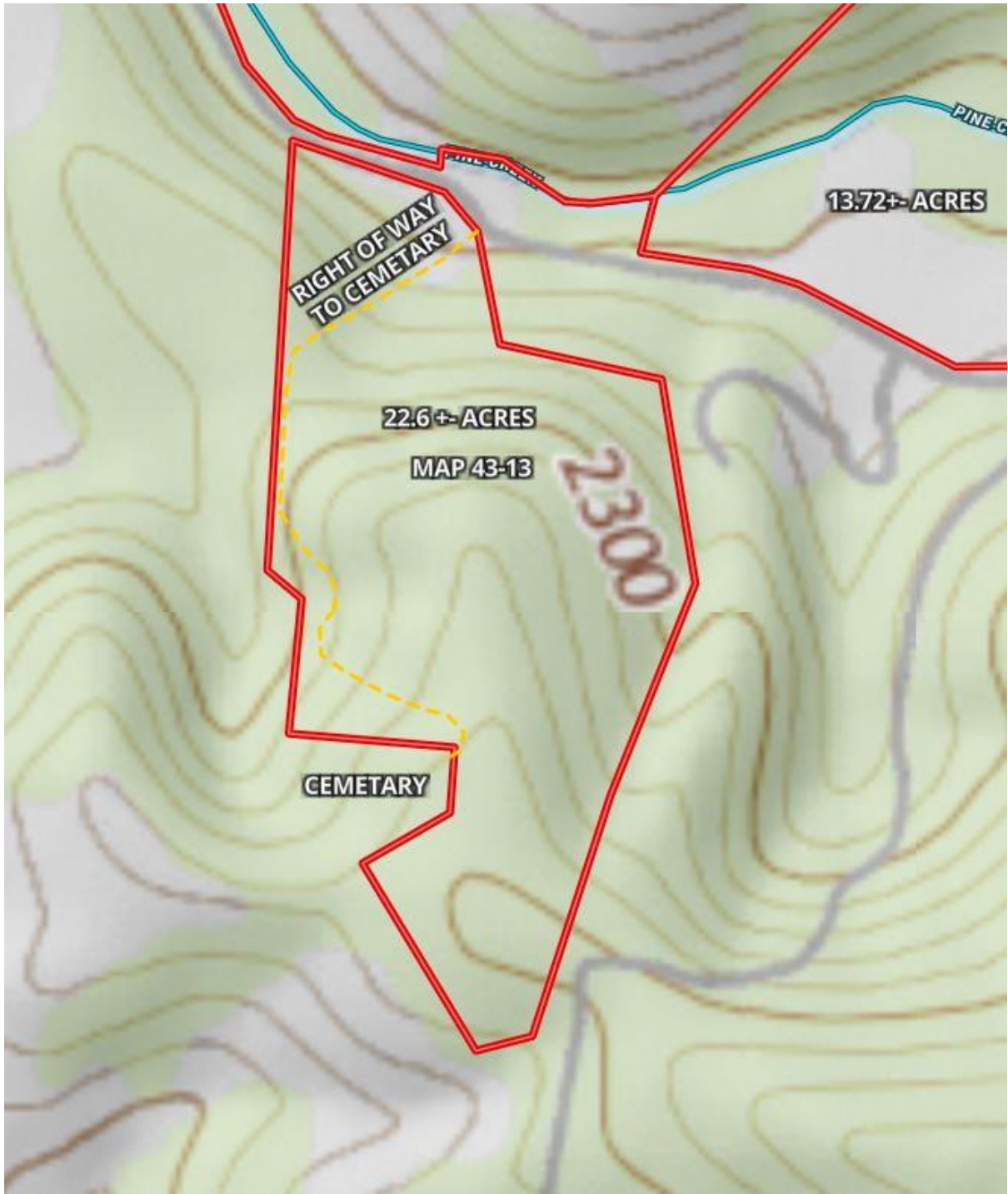
Topo Tract #2 & 3





Auction Services

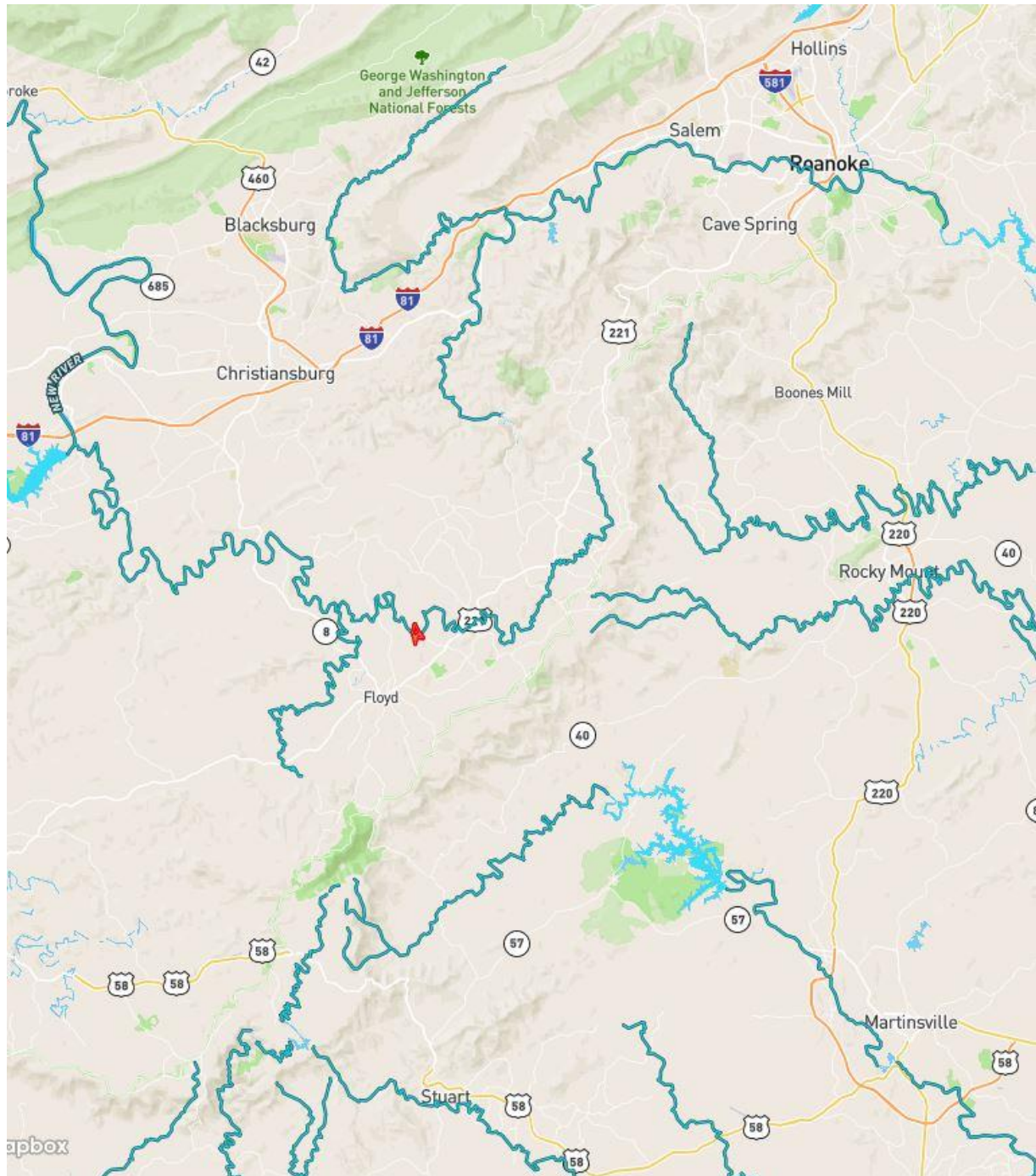
Topo Tract #4





Auction Services

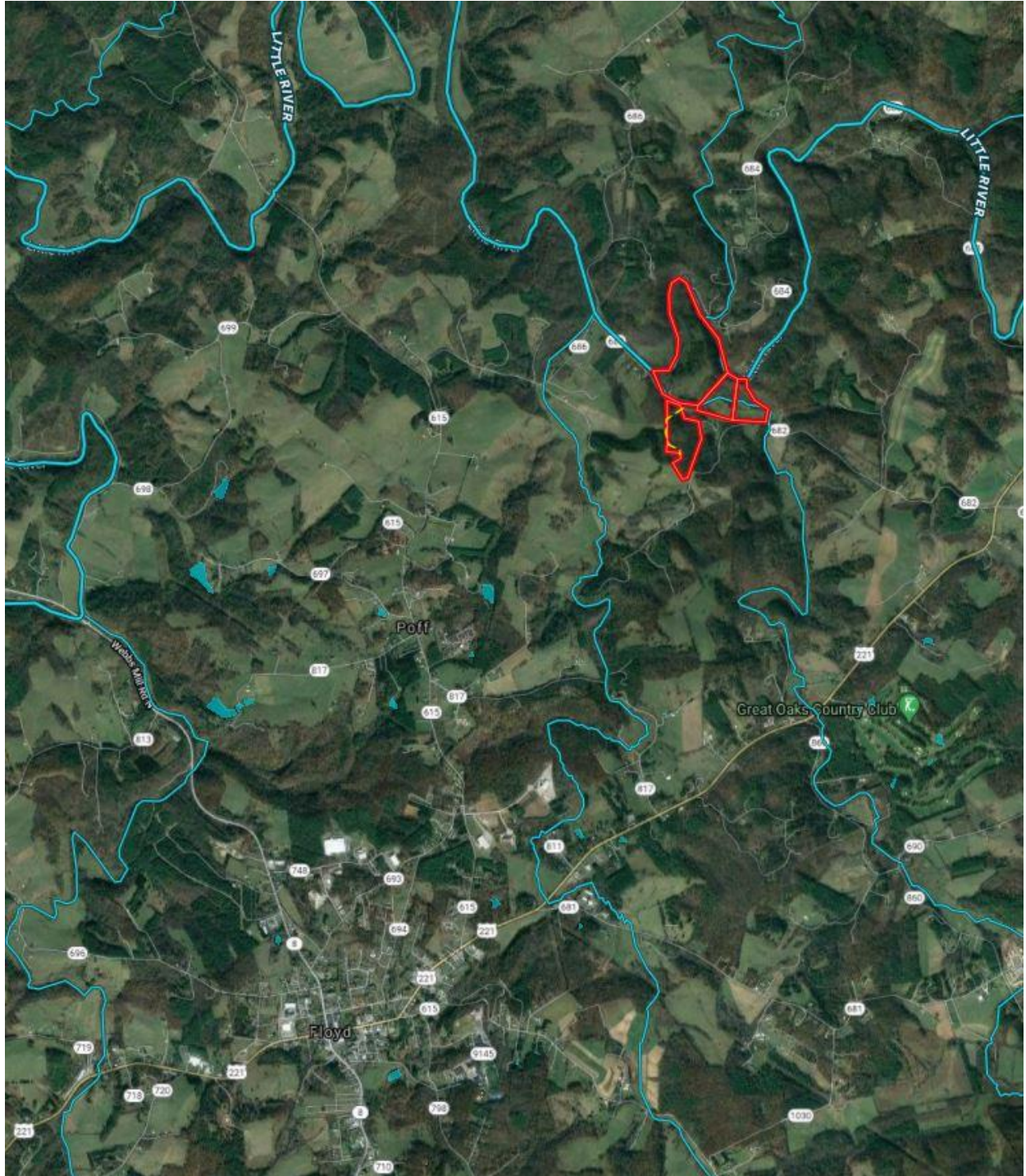
Location





Auction Services

Neighborhood





****ATTENTION!!****

The following paperwork for soil work and perc tests have surveys that were changed after soil work was completed. This does not affect the soil work documentation other than acreage. Please refer to final surveys in bidder pack for acreage.

SETEC

SOIL AND ENVIRONMENTAL TECHNOLOGY, INC

111 N. Franklin Street, Christiansburg, VA 24073

Phone: (540) 381-0309

MEMORANDUM

TO: Matt Gallimore

FROM: David Hall , OSE, Professional Soil Scientist

DATE: 8/18/2020

SUBJECT: Site and Soil Evaluation

Enclosed are two copies of the subdivision paperwork for Nancy Spangler Estate property. Please review, sign page one, and submit this paperwork to the Floyd Co. Health Dept., along with the subdivision review request letter from the subdivision agent, for their review and approval.

Please call if you have any questions or comments. Thank you very much for having us do this work for you.

SETEC

SOIL AND ENVIRONMENTAL TECHNOLOGY, INC
111 N. Franklin Street, Christiansburg, VA 24073
Phone: (540) 381-0309 Fax: (540) 381-9430
E-mail: setec@soilandenvironmentaltechnology.com

OSE Report for Subdivision

Property Identification:

County: Floyd
Subdivision: Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler
Lot #: 2 & 3
Tax Map ID: 44-1
Acreage: 96.320 total

Directions to the Property:

Rt 615/Christiansburg Pike (2 mi), slight right on Rt 686/Moore Rd (1.1 mi), R on Rt 682/Spangler Mill Rd, +/- 0.8 miles to property on left

Applicant and Their Address:

Nancy D Spangler Estate
C/O DAVID WILBUR SPANGLER
147 Soapstone Ridge Rd SE
Floyd, VA 24091

Applicants Phone Number:

540 745 2154

Date of this report:

8/13/2020

Contents of this report:

OSE Cover Page & Certification Statement (Page 1)
Soil Information Summary (Page 2 & 6)
Soil Profile Descriptions (Page 3 & 7)
Primary/Reserve Design Specifications (Page 4 & 8)

Plat w/ Drainfield, Boring Locations & Slope (Page 5 & 9)
Copy of Subdivision Plat (Page 10)

Certification Statement:

I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the *applicable provisions of the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-630), The Regulations for Alternative Onsite Sewage Systems (12VAC5-613)* and all other applicable laws, regulations and policies implemented by the Virginia Department of Health. I further certify that I currently possess any professional license required by the laws and regulations of the Commonwealth that have been duly issued by the applicable agency charged with licensure to perform the work contained herein. The potential to both conventional and alternative onsite sewage systems has been discussed with the owner/applicant.

The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.A.11

I recommend a **subdivision** be approved.

OSE

David Hall #1127



The property lines and building location and proposed sewage disposal area are clearly marked and the property is sufficiently visible to see the topography. I give permission to the Virginia Department of Health to enter onto the property described during normal business hours for the purpose of processing this application and to perform quality assurance checks of evaluations and designs certified by a private sector Onsite Soil Evaluator or Professional Engineer as necessary until the sewage disposal system and/or private water supply has been constructed and approved.

Signature of Owner/Agent

Date



SOIL AND ENVIRONMENTAL TECHNOLOGY, INC
111 N. Franklin Street, Christiansburg, VA 24073
Phone: (540) 381-0309 Fax: (540) 381-9430
E-mail: setec@soilandenvironmentaltechnology.com

General Information

Date: 8/13/2020
 Applicant: Nancy D Spangler Estate
 Address: 147 Soapstone Ridge Rd SE, Floyd, VA 24091
 Directions to the Property: Rt 615/Christiansburg Pike (2 mi), slight right on Rt 686/Moore Rd (1.1 mi), R on Rt 682/Spangler Mill Rd, +/- 0.8 miles to property on left
 Subdivision: Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler
 Tax Map ID: 44-1 (14.232 acre portion)

Floyd County Health Department
 Telephone #: 540 745 2154
 Lot: 2

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Terrace
2. Slope 4 %
3. Depth to rock\impervious strata: Max. >60" Min. 39" None
4. Depth to seasonal water table (gray mottling or gray color) No ☐ Yes ☒ @ 42"
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 3
 No ☐ Estimated rate 65 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall PSS/AOSE

Signature:

Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 18" depth at site designated. Site provides a total of 1080 square feet of absorption area for the 100% reserve. Existing septic system HDID: 96-131-427, G43-13-84A

Site Disapproved:

Reason for rejection: (check all that apply)

- 1 Position in landscape subject to flooding or periodic saturation.
- 2 Insufficient depth of suitable soil over hard rock.
- 3 Insufficient depth of suitable soil to seasonal water table.
- 4 Rates of absorption too slow.
- 5 Insufficient area of acceptable soil for required drainfield, and/or reserve area
- 6 Proposed system too close to well
- 7 Other (Specify)

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/31/2020

Floyd County Health Department

x See application sketch

See construction permit

Applicant: Nancy D Spangler Estate**Subdivision:** Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler**Lot:** 2 **Acreage:** 14.232

Hole #	Horizon	Depth	Description	Texture Group
Auger 1	A	0-10	Brown (7.5YR 4/3) Loam	2
	Bt	10-24	Strong Brown (7.5YR 4/6) Clay Loam	3
	BC	24-33	Strong Brown (7.5YR 5/8) gravelly Clay Loam	3
	C	33-39	Brown (7.5YR 4/3) gravelly Sandy Loam	2
	AR	39	Refusal on stones	-
Auger 2	A	0-8	Brown (7.5YR 4/3) Loam	2
	Bt	8-24	Strong Brown (7.5YR 4/6) Clay Loam	3
	BC	24-42	Brown (7.5YR 4/3) Sandy Loam	2
	C1	42-50	Brown (7.5YR 4/3) Sandy Loam; few Light Brownish Gray (10YR 6/2) redox depletions	2
	C2	50-60	Strong Brown (7.5YR 5/6) Sandy Clay Loam; few Light Brownish Gray (10YR 6/2) redox depletions	2

***See Septic Permit #: 96-131-427, G43-13-84A records at Floyd Co. Health Dept. for additional soil information**

Applicant: Nancy D Spangler Estate

Subdivision:

Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler

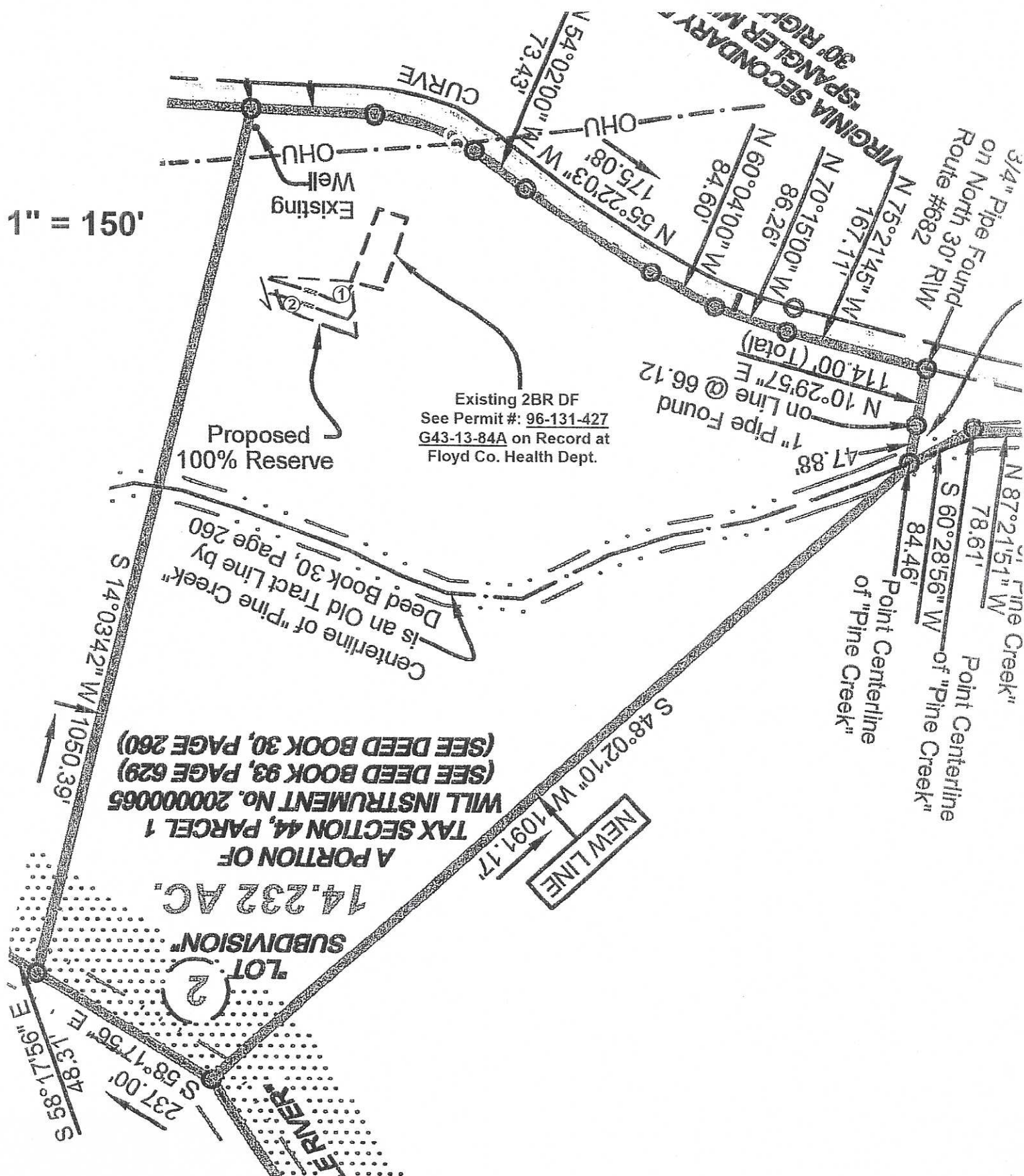
Lot: 2

Acreage: 14.232

**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

*Main DF		Reserve DF	
Type of system	Existing*	Reserve Area Required	Yes
EPR	*	Type of Reserve	Gravity
Slope %	*	EPR	65
# Bedrooms	2	Slope %	4
Gallons/Day	*	Gallons/Day	300
Width of Trench (ft.)	*	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	*	Total Square Ft. of Trench Bottom Required	992
Total Square Ft. of Trench Bottom per BR in Design	*	Total Square Ft. of Trench Bottom in Design	1080
Total Square Ft. of Trench Bottom Required	*	# Lines of Reserve	4
Total Square Ft. of Trench Bottom in Design	*	Line Length (ft.)	90
# Lines Installed	*	Installed <24" from Rock or Other Impervious Strata	Yes
Length of Line Installed (ft.)	*	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	*	Width Required (ft.)	33
Centers (ft.)	*	Width in Design (ft.)	33
Width Required (ft.)	*	Installation Depth (inches into natural soil)	18
Installation Depth (inches into natural soil)	*	Amount of Backfill Required (inches)	6
Amount of Backfill Required (inches)	*	Type of Well Recommended	Existing
		Amount of Casing & Grout (ft.)	N/A

*See Septic Permit #: 96-131-427, G43-13-84A records at Floyd Co. Health Dept.





SOIL AND ENVIRONMENTAL TECHNOLOGY, INC
111 N. Franklin Street, Christiansburg, VA 24073
Phone: (540) 381-0309 Fax: (540) 381-9430
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General Information

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 Subdivision: Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler
 Tax Map ID: 44-1 (11.383 acre portion)

Floyd County Health Department
 Telephone #: 540 745 2154
 Lot: 3

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 14 %
3. Depth to rock/impervious strata: Max. >60" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 2
 No ☐ Estimated rate 30 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall PSS/AOSE

Signature:

Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 36" depth at site designated. Site provides a total of 810 square feet of absorption area for the primary drainfield and 810 square feet for 100% reserve.

Site Disapproved:

Reason for rejection: (check all that apply)

- 1 Position in landscape subject to flooding or periodic saturation.
- 2 Insufficient depth of suitable soil over hard rock.
- 3 Insufficient depth of suitable soil to seasonal water table.
- 4 Rates of absorption too slow.
- 5 Insufficient area of acceptable soil for required drainfield, and/or reserve area
- 6 Proposed system too close to well
- 7 Other (Specify)

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/31/2020

Floyd County Health Department

x See application sketch

See construction permit

Applicant: Nancy D Spangler Estate**Subdivision:** Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler**Lot:** 3**Acreage:** 11.383

Hole #	Horizon	Depth	Description	Texture Group
Auger 1	A	0-10	Reddish Brown (5YR 4/3) Loam	2
	BA	10-20	Strong Brown (7.5YR 4/6) Loam	2
	Bt	20-48	Strong Brown (7.5YR 4/6) gravelly Sandy Clay Loam	2
	C	48-60	Strong Brown (7.5YR 4/6) Loam w/ many mica flakes	2
Auger 2	A	0-6	Brown (7.5YR 4/4) Sandy Loam	2
	Bw	6-40	Strong Brown (7.5YR 4/6) Sandy Loam	2
	C	40-60	Dark Yellowish Brown (10YR 4/4) Sandy Loam	2
Auger 3	A	0-10	Brown (7.5YR 4/4) Loam	2
	Bw	10-24	Reddish Brown (5YR 4/4) Loam	2
	BC	24-40	Reddish Brown (5YR 4/4) Sandy Loam	2
	C	40-60	Brown (7.5YR 4/4) Sandy Loam	2

Applicant: Nancy D Spangler Estate

Subdivision:

Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler

Lot: 3

Acreage: 11.383

**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	30	Type of Reserve	Gravity
Slope %	14	EPR	30
# Bedrooms	3	Slope %	14
Gallons/Day	450	Gallons/Day	450
Width of Trench (ft.)	23	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	260	Total Square Ft. of Trench Bottom Required	780
Total Square Ft. of Trench Bottom per BR in Design	270	Total Square Ft. of Trench Bottom in Design	780
Total Square Ft. of Trench Bottom Required	780	# Lines of Reserve	3
Total Square Ft. of Trench Bottom in Design	810	Line Length (ft.)	90
# Lines Installed	3	Installed <24" from Rock or Other Impervious Strata	No
Length of Line Installed (ft.)	90	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	No	Width Required (ft.)	30
Centers (ft.)	10	Width in Design (ft.)	30
Width Required (ft.)	23	Installation Depth (inches into natural soil)	36
Installation Depth (inches into natural soil)	36	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min

This system requires an encroachment agreement from APCO.

Applicant: Nancy D Spangler Estate

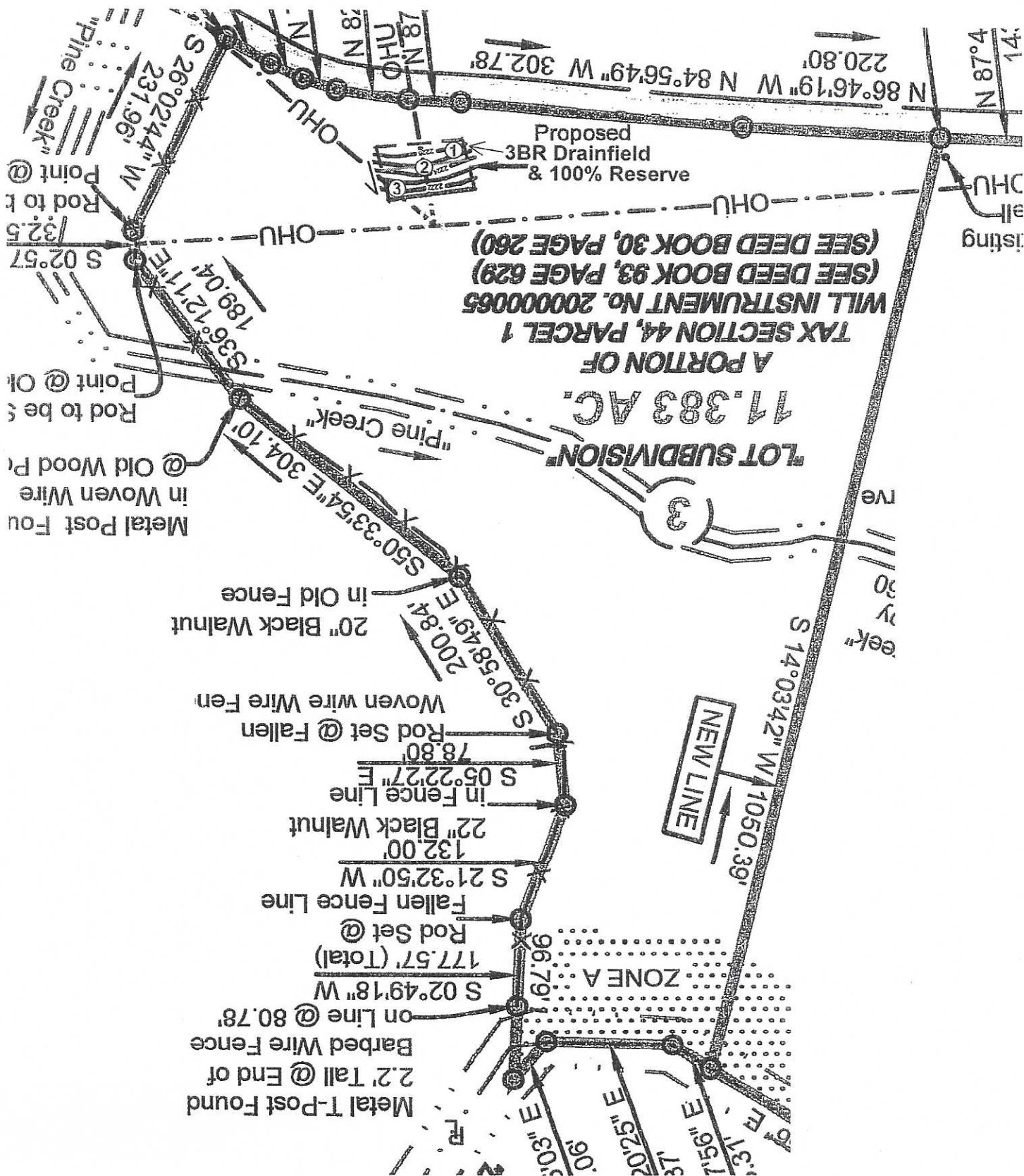
Subdivision:

Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler

Lot: 3

Acreage: 11.383

1" = 150'

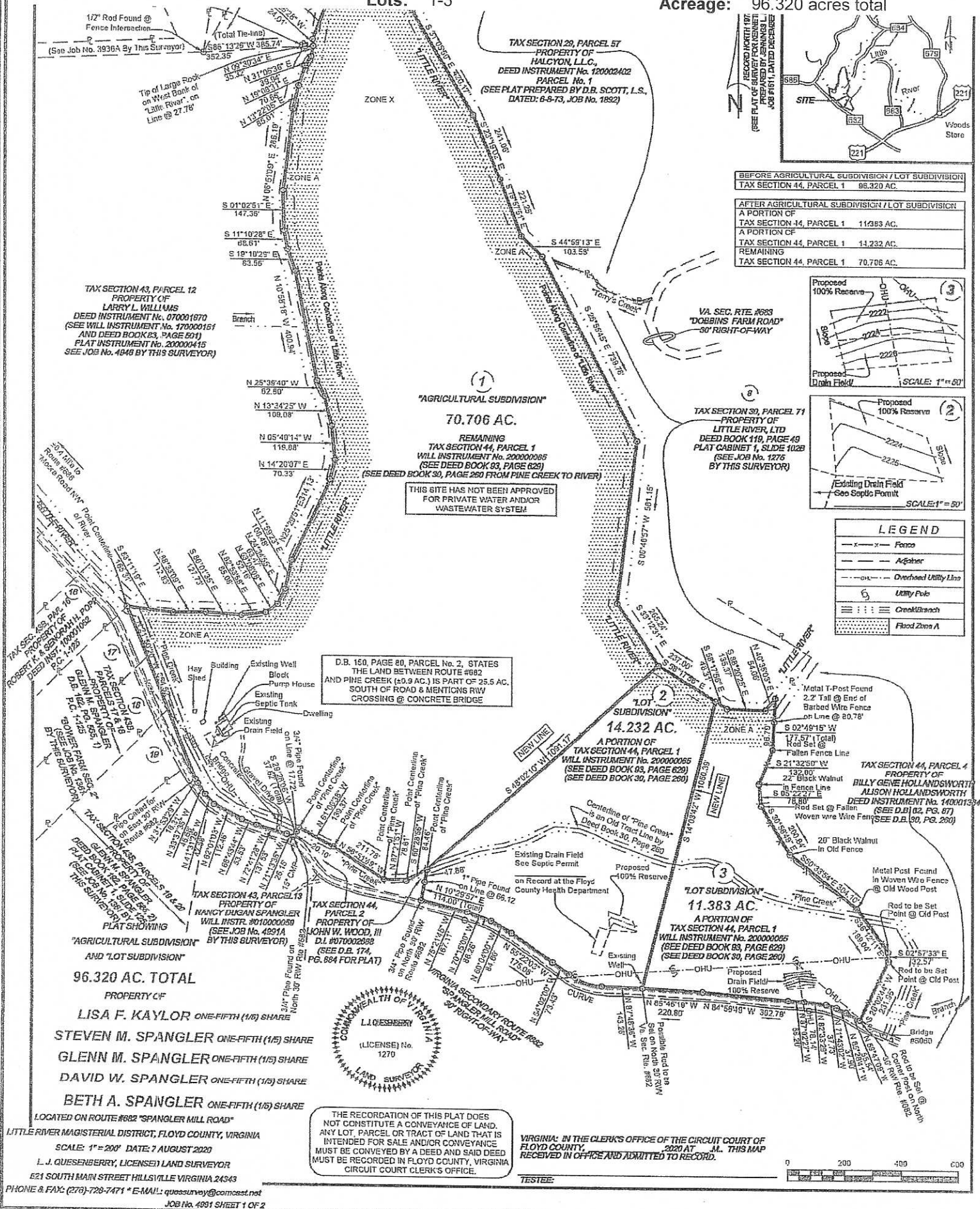


Applicant: Nancy D Spangler Estate

Subdivision: Lisa F Kaylor & Steven M, Glenn M, David W, & Beth A Spangler

Lots: 1-3

Acreage: 96.320 acres total



IN COOPERATION WITH THE
STATE DEPARTMENT OF HEALTH

FLOYD COUNTY HEALTH DEPARTMENT

P. O. BOX 157
FLOYD, VIRGINIA 24091

TELEPHONE 540-745-2141

July 25, 1996

*none
trailer*

Wilburn Spangler
Rt. 3 Box 83
Floyd, VA 24091

Thru: V.B. Marcussen, Environmental Health Manager *ma*

Dear Mr. Spangler:

Enclosed is a copy of your construction permit and other pertinent data in reference to your application for a Sewage Disposal System Construction Permit, ID # 96-131-4127.

At this time you may begin construction of this system, which must comply with all requirements on the enclosed permit. If you feel any changes are necessary, please contact me at the Health Department at 745-2141.

After the septic tank has been installed, please have the contractor complete and sign the enclosed Completion Statement (CHS-203) and call the Health Department for a final inspection.

Also enclosed is a Commonwealth of Virginia Water Well Completion Report (GW-2). It is very important that you have your well driller complete this form in its entirety and return it to the Health Department. You must then submit a water sample to an independent laboratory and send a copy of the results to the Health Department. A satisfactory water sample must be sent in before we can issue an Operation Permit for you to start using your septic tank system.

Sincerely,

Tina L. Thompson

Tina L. Thompson
Environmental Health Specialist

aca
Enclosures

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.

This permit is for installation of an onsite sewage disposal system designed for a 2 bedroom home- 6 occupants

Install: 4-90' lines
25" deep, top 3
18", bottom line

** drainfield trenches may not be shown exactly on contour (pg. 3); install on contour of slope to maintain correct installation depth

If actual trailer site interferes with designated drainfield area, this permit is null and void

If corrugated pipe is used in header trench, use one solid section (no joints) from distribution box to 2' into trench

Install Class IIIC well

- 20' minimum casing and grout
- keep well minimum 100' upslope of drainfield
- minimum 50' from termite treated buildings
- call for an inspection once drilling begins
- chlorinate well prior to use (and testing)

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 decision of the Department.

Date: 7-19-96

Issued by:

Lina L. Thompson

Date:

Reviewed by:

ENV. Health Specialist
Supervisory Sanitarian

This Construction Permit Valid until

1-19-98

If FHA or VA financing

Reviewed by Date

Date

Supervisory Sanitarian

Business Sanitarian

Well 1-19-2007

No. 96-131-4127

PERMIT

THIS PERMIT
EXPIRES ON
N/A

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH

Floyd County Health Department
PO Box 157
Floyd, VA 24091

SEWAGE DISPOSAL SYSTEM

OPERATOR:
ADDRESS:

Wilburn Spangler
Rt. 3 Box 83
Floyd, VA 24091



VDH VIRGINIA
DEPARTMENT
OF HEALTH

The above operator has made application and in accordance with the regulations of the Board of Health of the Commonwealth of Virginia is authorized by the Floyd County Health Department to operate a sewage disposal system.

HEALTH OFFICIAL

Tina L. Thompson
Environmental Health Specialist Senior

Water Supply and/or Sewage Disposal System Construction Permit

Commonwealth of Virginia
Department of Health

Health Department
Identification Number
Map Reference

96-131-4127
G 43-13-19A

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: WILSON SPANGLER P. 3 B. 83 Telephone:
Address: FLOYD, VA 24091 For a Type T Sewage Disposal System or Well to
be constructed on lot FLOYD, JOHN TO G. 43-13-19A 1.4 miles to lot G. 43-13-19A
Subdivision Section/Block Lot Actual or estimated water use 200 gpm

DESIGN

NOTE: SEWAGE DISPOSAL SYSTEM INSPECTION RESULTS

Water supply, existing: (describe)

Water supply location: Satisfactory ☒ yes ☐ no ☐ comments

To be installed: class III 1.5" x 1.5"
cases 20' MIN grouted 20' MIN

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

Building sewer:
4" I.D. PVC Schedule 40, or equivalent.
Slope 1.25" per 10' (minimum)
☐ Other

Building sewer: ☒ yes ☐ no ☐ comments
Satisfactory

Septic tank: Capacity 2500 OR 1000 gals. (minimum)
☐ Other

Pretreatment unit: ☒ yes ☐ no ☐ comments
Satisfactory SIZE TANK

Inlet-outlet structure:
PVC Schedule 40, 4" tees or equivalent.
☐ Other

Inlet-outlet structure: ☒ yes ☐ no ☐ comments
Satisfactory

Pump and pump station:
No ☒ Yes ☐ describe and show design.
If yes:

Pump & pump station: ☒ yes ☐ no ☐ comments
Satisfactory

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

Conveyance method: ☒ yes ☐ no ☐ comments
Satisfactory

Distribution box:
Precast concrete with 10 ports.
☐ Other

Distribution box: ☒ yes ☐ no ☐ 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.
☐ Other

Header lines: ☒ yes ☐ no ☐ comments
Satisfactory

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

Percolation lines: ☒ yes ☐ no ☐ comments
Satisfactory

Absorption trenches:
Square ft. required 1050 depth from ground surface to bottom of trench 25" aggregate size #57
Trench bottom slope 2.4" / 100
center to center spacing 7' trench width 36"
Depth of aggregate 13"
Trench length 30' Number of trenches 4
Residue removed
(not shown)
see p. 5

Absorption trenches: ☒ yes ☐ no ☐ comments
Satisfactory

Date Inspected and approved by

Sanitarian

Application for a Sewage Disposal System Construction Permit

Health of Virginia
Department of Health

For Department Use Only

Health Department
Identification Number
Map Reference

96-131-4137

Floyd Co

1350 550⁰⁰
2060422 5115⁰⁰
Health Department

Date Received

6-25-96

To Be Completed By The Applicant

Type sewage system: ☒ New ☐ Repair ☐ Expanded ☐ Conditional
FHA/VA yes ☐ no ☐
Owner Wilbur H. Spangler Address Rt. 3, Box 83 Phone 745-2198
Floyd, Co 24091

Agent _____ Address _____ Phone _____

Directions to Property From Floyd headed to Beardsboro about 2 miles to Rt. 692.
Turn left at Rt. 692. Go approx 2 miles. Drive to empty field on right
Side of road across from older white home on left side.

Subdivision _____ Section _____ Block _____ Lot _____

Other Property Identification _____

Dimensions/size of Lot/Property _____

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 ☐ Single Family ☐ Multifamily Number of Units _____ Number of Bedrooms 2
Fixtures in Basement ☐ Yes ☒ No
III. Commercial Use ☐ Yes ☒ No Describe: _____
Commercial/Wastewater ☐ Yes ☒ No Number of Patrons _____ Number of Employees _____
If yes, give volumes and describe _____

IV. Water Supply: ☐ Public ☒ Private Describe: drill for well

V. Proposed Installation: ☐ Septic tank and drainfield ☐ Other
If other, describe _____

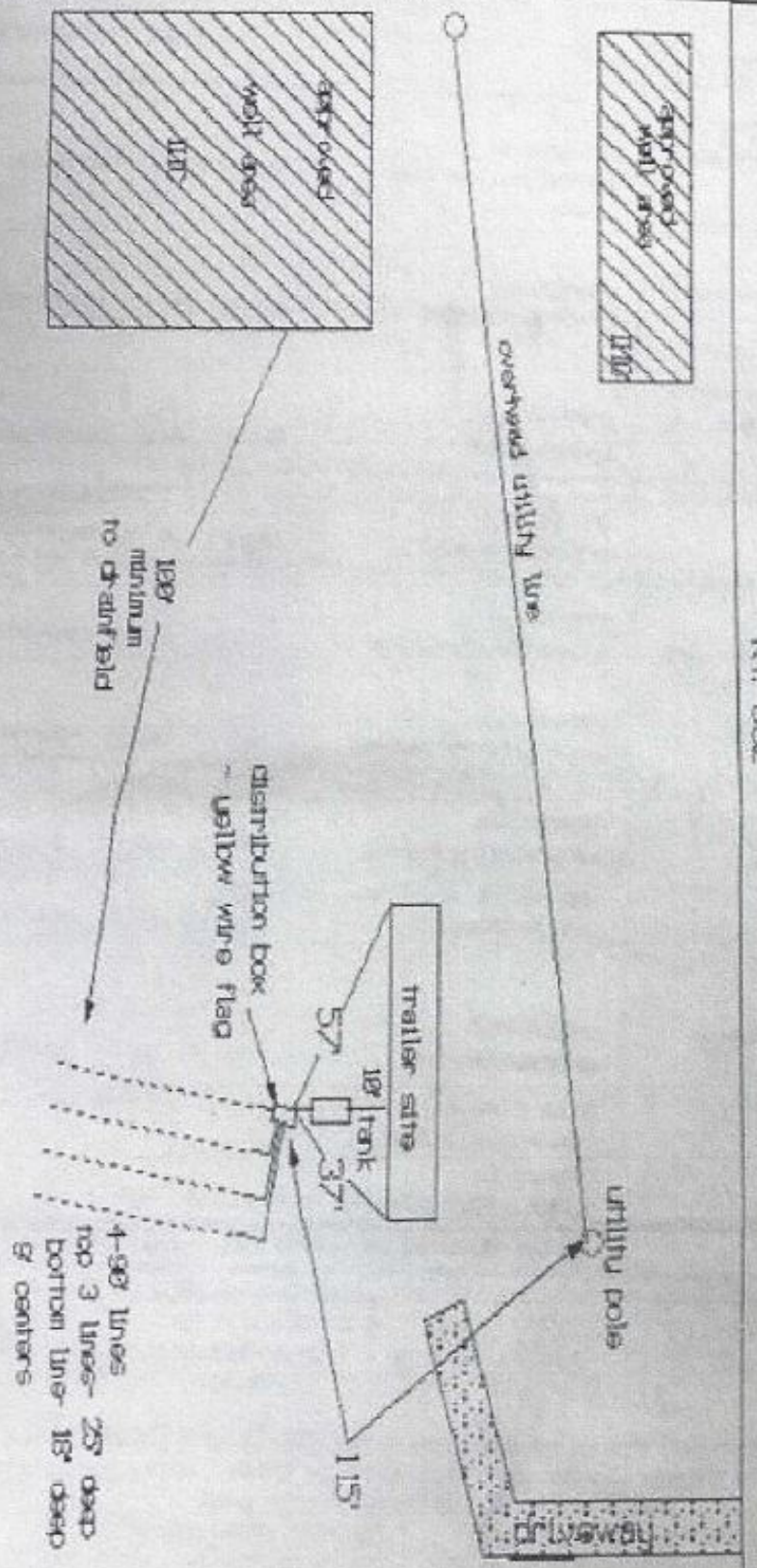
SITE PLAN Attach a site plan (rough sketch) showing dimensions of property, proposed and/or existing structures and driveways, underground utilities, adjacent soil absorption systems, bodies of water, drainage ways, and wells and springs within 200 feet radius of the center of the proposed building or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

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.

Wilbur H. Spangler Signature of owner/agent
6/25/96 Date

Rt. 682

house
 spring house



not to scale

PROPERTY

Parcel Information

Parcel Record Number (PRN) **9024** Town/District **LITTLE RIVER**

Account Name **SPANGLER NANCY D**

Account Name 2

Address1 **981 SPANGLER MILL RD NE**

Address2

City, State Zip **FLOYD, VA 24091**

Business Name

Location Address(es)

RT 682		VA	
981 SPANGLER MILL RD		VA	

Map Number

Map Insert	Double Circle	Block	Parcel Number
044			1

Total Acres **65.0**

Deed **UNK-01-0000059**

Will **NONE**

Plat **NONE**

Route 682

Legal Desc 1 PINE CREEK

Legal Desc 2

Zoning

State Class AG / UNDEVELOPED 20-99 ACRES

Topology

Utilities NONE

Assessed Values

Type	Current Value (2019)	Previous Value (2018)
Land	\$254,000	\$257,000
Main Structures	\$139,500	\$142,800
Other Structures	\$5,800	\$6,800
TOTALS	\$399,300	\$406,600

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN-01-0000059	1	05/29/2001

Land Segments

Seg	Description	Size	AdjRate	Value
1	SITE VAL ND	1.00	\$10,000	\$10,000
2	HOMESITE WD	1.00	\$25,000	\$25,000
3	PASTURELAND	39.00	\$3,500	\$136,500

4	PASTURELAND	9.00	\$5,000	\$45,000
5	WOODLAND	15.00	\$2,500	\$37,500

Main Structures

Main Structure 1	Rooms	7	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	4	Heated Sq Ft	2,221
	Cost/Heated SqFt	\$46.21	Constr Style	TWO STORY
Main Structure Photo			Main Structure Sketch	
<div>No Image Available</div>				

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	2,221	\$0	\$0
ARCH STYLE	TWO STORY	2,221	\$0	\$0
BATHROOMS	FULL BATHS	2	\$3,300	\$6,600
BUILDING TYPE	SFR	2,221	\$0	\$0
CONDITION	FAIR	2,221	\$0	\$0
EXT FINISH	VINYL SID	2,221	\$0	\$0
EXT FINISH 2	-	2,221	\$0	\$0
FIREPLACES	FP INOP	1	\$1,650	\$1,650
FOUNDATION	PIERS	2,221	\$0	\$0
FRAME	WOOD	2,221	\$0	\$0
HEAT	ELEC BB	2,221	\$0	\$0
ROOF MATERIAL	METAL	2,221	\$0	\$0
STORIES	STORIES	2	\$0	\$0
SWL	SWL PRIVTE	1	\$11,000	\$11,000

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	WDR	WOODEN DECK	C+10	288	1.00	0.00	\$5,702	1906	1906	\$3,707

			W/RAILING								
2-0	100	SST	SIDING/SHINGLE TWO STORY	C+10	912	2.00	0.00	\$145,231	1906	1906	\$94,400
3-0	100	OPR	OPEN PORCH (RAISED)	C+10	366	1.00	0.00	\$8,857	1906	1906	\$5,757
4-0	100	SPR	SCREEN PORCH (RAISED)	C+10	144	1.00	0.00	\$3,960	1906	1906	\$2,574
5-0	100	SSA	SIDING/SHINGLE ONE STORY	C+10	397	1.00	0.00	\$31,610	1906	1906	\$20,547

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	FR BLDG	FR BLDG	SOUND VALUE	120	\$0.00	MANUAL	1.00	0	\$500
2	FR BLDG	FR BLDG	SOUND VALUE	192	\$0.00	MANUAL	1.00	0	\$1,000
3	MH SWL	MH SWL	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$3,000
4	MTL BLDG	MTL BLDG	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$800
5	3 MISC BLDGS	3 MISC BLD	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$500

PROPERTY

Parcel Information

Parcel Record Number (PRN)	9023	Town/District	COURT HOUSE
Account Name	SPANGLER NANCY D ESTATE		
Account Name 2			
Care Of			
Address1	147 SOAPSTONE RIDGE RD SE		
Address2			
City, State Zip	FLOYD, VA 24091		
Business Name			
Location Address(es)	FRONTS ON 682		VA

Map Number

Map Insert	Double Circle	Block	Parcel Number
043			13

Total Acres	25.5
Deed	AFFI-05-0000973
Will	WILL-20-0000065
Plat	NONE
Route	682
Legal Desc 1	OLD FIELD CREEK
Legal Desc 2	
Zoning	
State Class	AG / UNDEVELOPED 20-99 ACRES
Topology	
Utilities	NONE

Assessed Values

Type	Current Value (2020)	Previous Value (2019)
Land	\$76,500	\$76,500
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$76,500	\$76,500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
SPANGLER NANCY D	\$0	WILL-20-0000065	2	06/08/2020
		AFFIDAVIT-05-0000973	1	04/21/2005
	\$0	UNKNOWN-01-0000059	1	05/29/2001

Land Segments

Seg	Description	Size	AdjRate	Value
1	RURAL LAND	25.50	\$3,000	\$76,500

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
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No data to display

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 17th, 2020**, between Estate of Nancy Spangler by and through David W. Spangler and Steven M. Spangler, Co-Executors, 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 Floyd, Virginia, and described as:

2. Legal Description – Court House Magisterial District

Tract # 1 – 65.8871 Acres & Improvements; Portion of Tax Map # 44-1

Commonly known as – 981 Spangler Mill Road; 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 Auction Company, of **\$20,000**

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

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **December 2, 2020** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

6. Required Disclosures.

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

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

(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 prior to 1978 and lead base paint disclosure is required.

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

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

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

Seller's Initials _____

Purchaser's Initials _____

7. Standard Provisions.

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Seller's Initials _____

Purchaser's Initials _____

SAMPLE CONTRACT - Tract # 1 Residential

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

Nancy Spangler Estate (Seller)
By and through David W. Spangler, Co-Executor

10/17/2020

Nancy Spangler Estate (Seller)
By and through Steven M. Spangler, Co-Executor

10/17/2020

Purchaser Name

Address

Phone # Email

(Purchaser signature)

10/17/2020

Purchaser Name

Address

Phone # Email

(Purchaser signature)

10/17/2020

Seller's Initials _____

Purchaser's Initials _____

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 17th, 2020**, between Nancy Spangler Estate by and through David W. Spangler and Steven M. Spangler, Co-Executors, 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 Floyd, Virginia, and described as:

2. Legal Description – Courthouse Magisterial District

Tract # 2 – 13.7244 Acres; Portion of Tax Map # 44-1

Commonly known as – Spangler Road, 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 Auction Company, of **\$5,000**

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

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **December 2, 2020** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

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) **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.

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

(d) **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.

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

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

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

Seller's Initials _____

Purchaser's Initials _____

7. Standard Provisions.

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

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

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of Special 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.

Seller's Initials _____

Purchaser's Initials _____

(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 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 _____

***SAMPLE CONTRACT - TRACT # 2 ***

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

Nancy Spangler Estate (Seller)
By and through David W. Spangler, Co-Executor

10/17/2020

Nancy Spangler Estate (Seller)
By and through Steven M. Spangler, Co-Executor

10/17/2020

Purchaser Name

Address

Phone # Email

(Purchaser signature)

10/17/2020

Purchaser Name

Address

Phone # Email

(Purchaser signature)

10/17/2020

Seller's Initials _____

Purchaser's Initials _____



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:
981 Spangler Mill 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)

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

- DWS ☒ 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): _____

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

- DWS ☒ 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)

- ML (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

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.

09/11/2020	/ <u>Steven M Spangler</u>	_____	/ _____
Date	Seller Stephen Spangler Co-Executor	Date	Purchaser
09/11/2020	/ <u>David W Spangler</u>	_____	/ _____
Date	Seller David Spangler Co-Executor	Date	Purchaser
09/14/2020	/ <u>Matthew A. Gallimore</u>	_____	/ _____
Date	Agent Matt Gallimore	Date	Agent

For informational purposes only:

Firm: _____ Firm: _____

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VAR Form 1350 Revised 01/20

Reviewed 01/20

United Country Blue Ridge Land, 102 S. Locust Street Floyd, VA 24091
 Matt Gallimore

Phone: 540.745.2005

Fax: 540.745.4401

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Simple Steps To Protect Your Family From Lead Hazards

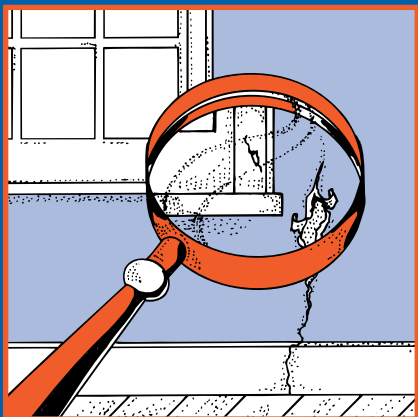
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

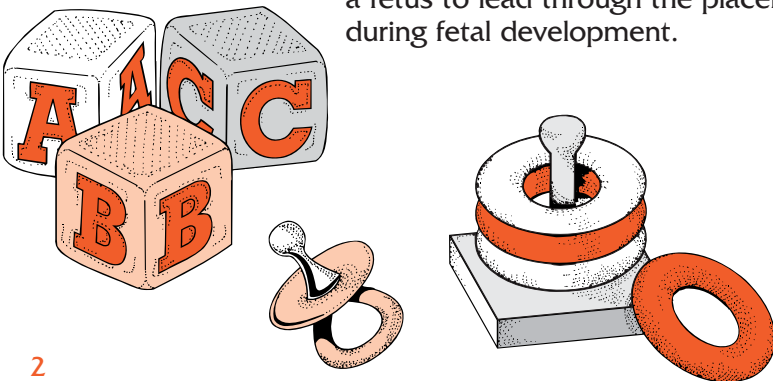
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

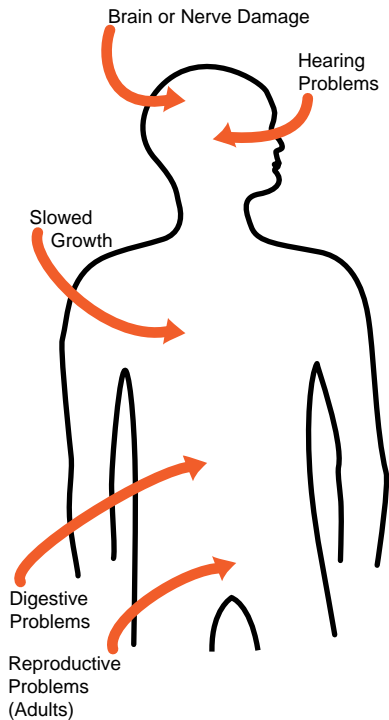
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

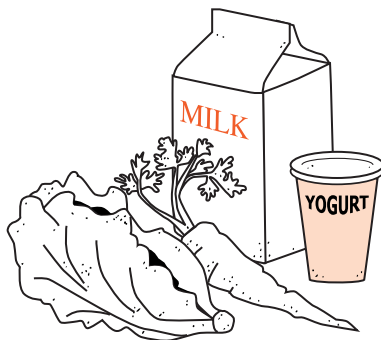
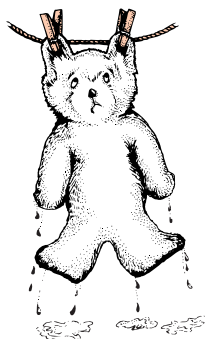
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

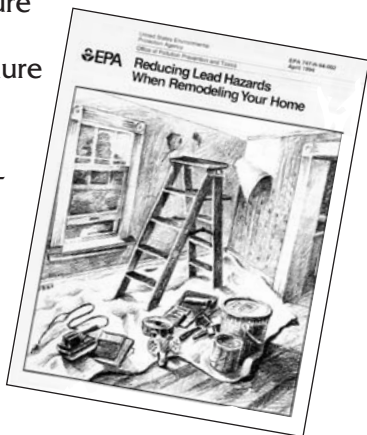
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



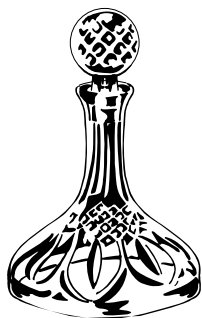
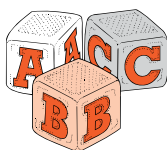
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

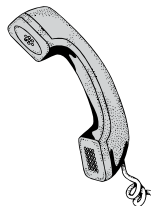


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

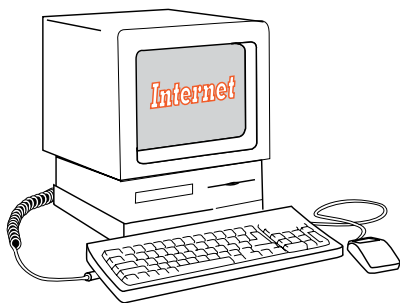
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003