



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

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

AUCTION FOR – Louis D Hensley III

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

AUCTION DATE – Wednesday, April 5th, 2023 at 4 PM

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

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

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Tax ID #4413-56; Consisting of +/- 5 acres and improvements; DAN R I#21-2490

More Commonly Known As: 323 Ramp Hollow Ln., Meadows of Dan, VA 24120

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 5th, 2023, at 4:00 PM (EST)**

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

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

Online Auction Terms & Conditions

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

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, May 22nd, 2023**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

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

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

Individual State License #'s

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

Firm State License #'s

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



Aerial Map

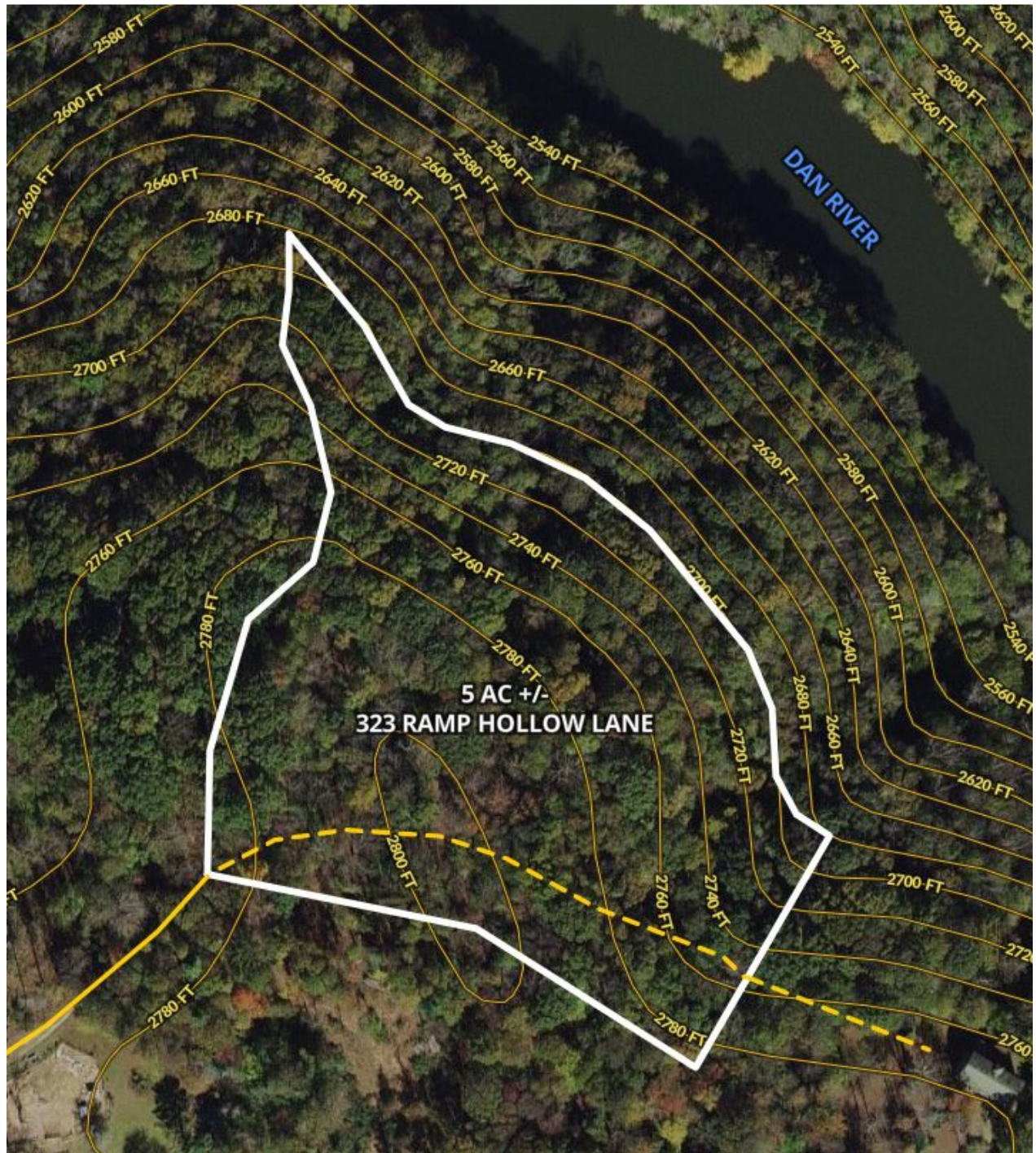
**323 Ramp Hollow Lane
Meadows of Dan VA
Patrick County VA
5 Acres +/-**





Contour Map

323 Ramp Hollow Lane
Meadows of Dan VA
Patrick County VA
5 Acres +/-





Patrick County GIS Map

Auction Services



Topo Map

5 AC +/-





Neighborhood

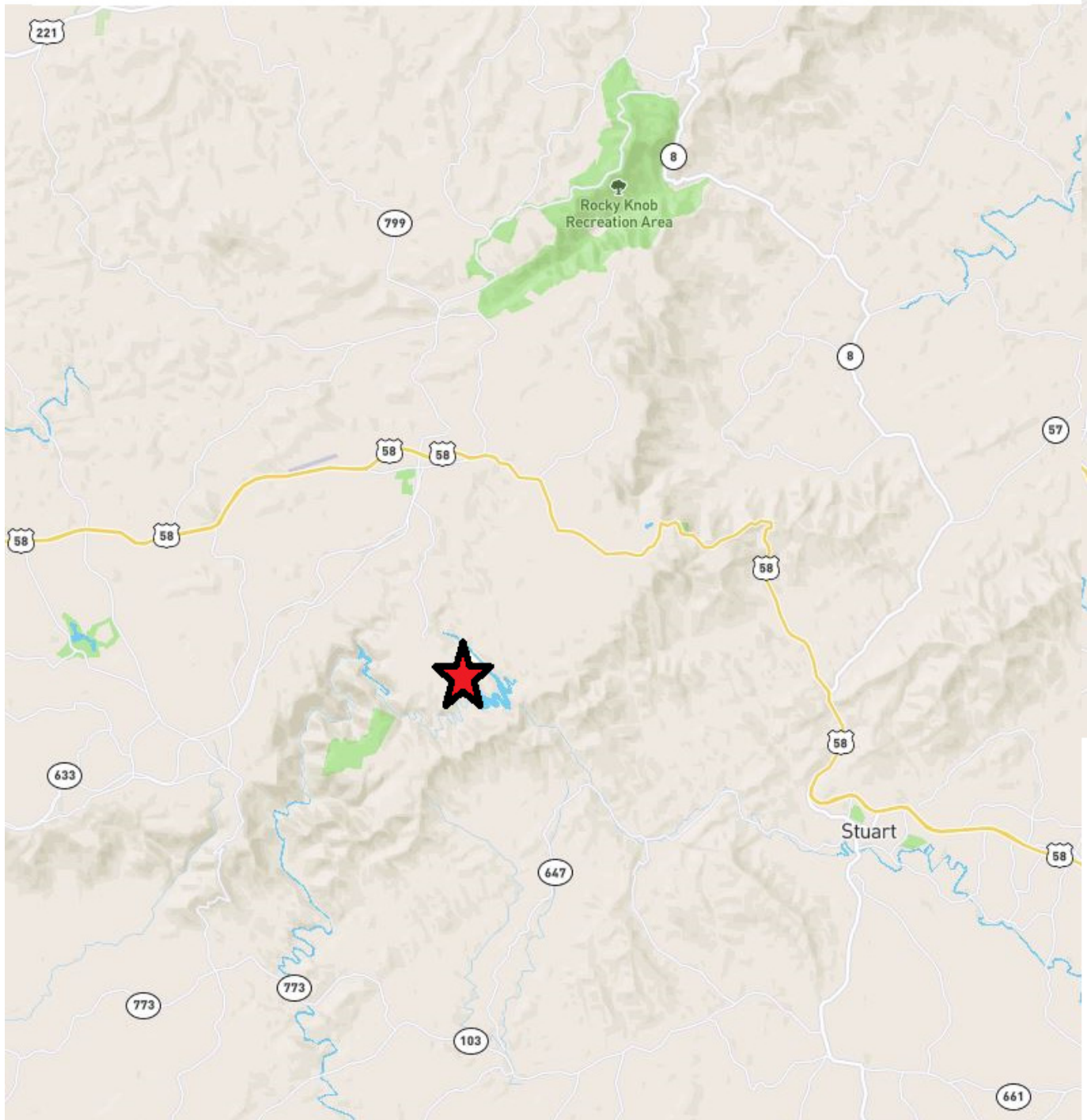
323 Ramp Hollow Lane
Meadows of Dan VA, 24120
Patrick County VA
5 Acres +/-





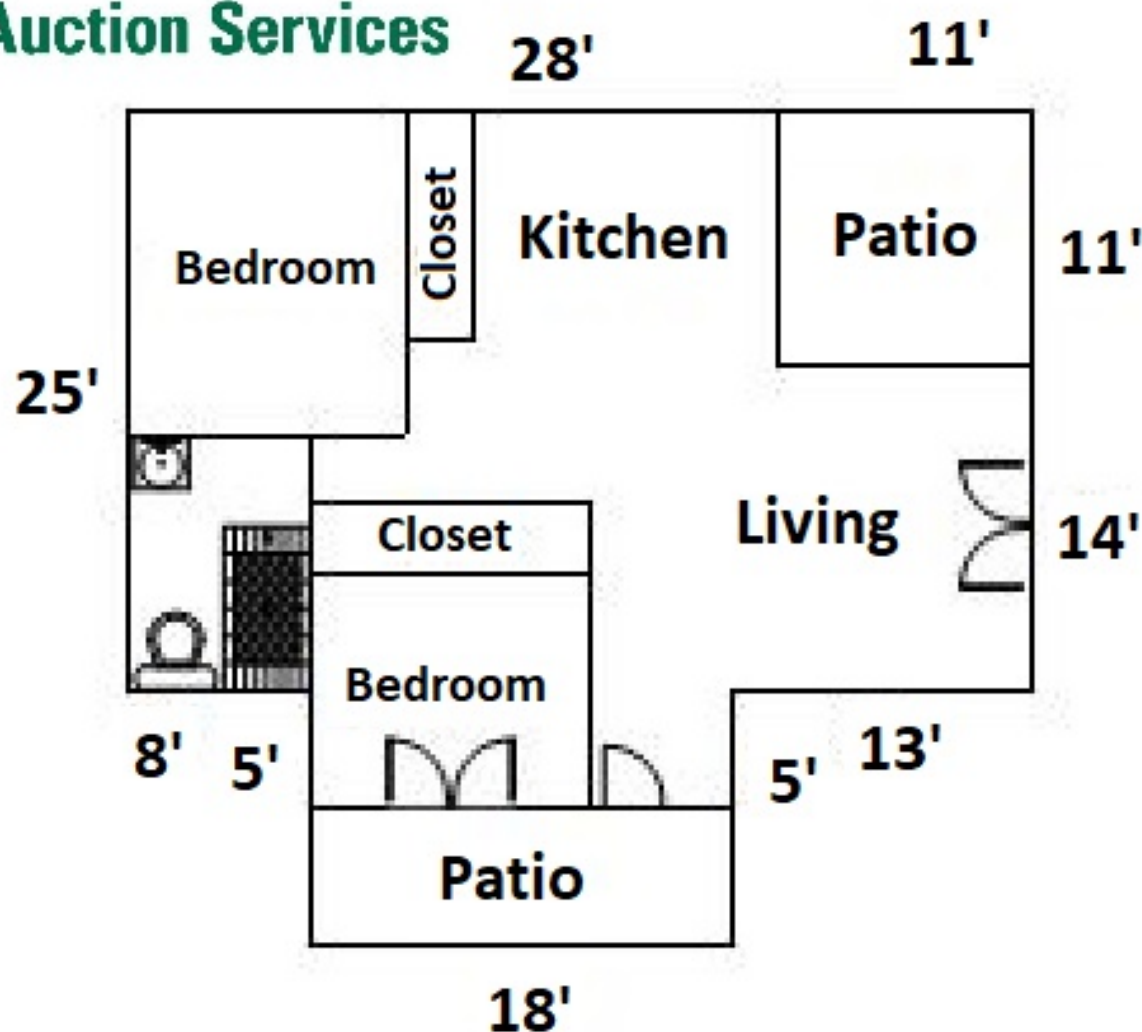
Location Map

**323 Ramp Hollow Lane
Meadows of Dan VA
Patrick County VA
5 Acres +/-**



General Floorplan 944 Square Feet

Auction Services



**Metal Roof, Metal Siding, Split Unit Heating and Cooling,
Concrete Floors, Built in 2022, Drywall walls, Vaulted Ceiling,
Private Well and Septic**

PO BOX 751
STUART, VA 24171

P1	4413-0--56-
DAN R	
I#21-2490	
FR MADELINE M HILL	
I#21-2490	

Topo:	ROLLING
Utilities:	
Zoning:	
Street:	NO PUBLIC ROAD

Sales	
Date:	Q 11/10/2021
Price:	\$50,000.00
DB/WB:	- / -
Instrument:	21-2490
Plat:	
Grantor:	MADELINE M HILL

Reassessment	
Initials	Date
CL	01/02/2020
Review: DE	03/08/2020
Revisit:	E
Appeal:	
Last Reval: 2021	

Land:	Segment	Class	Description
	1	52	RESIDUA

Method	Grade	Acres
ACREAGE METHOD	O	5.0000

Lots	Base Rate	Adjusted Rate	Asmt Value
	12,000	10,800	54,000

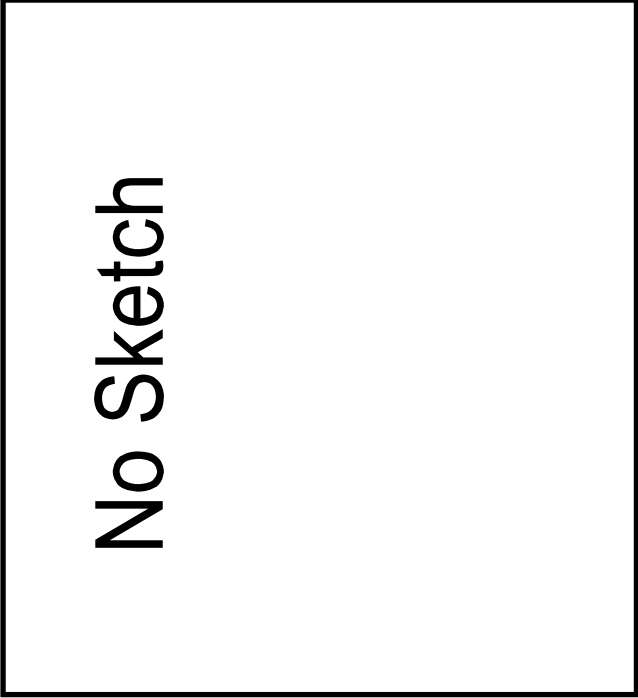
Assess Year: 2022

Printed: 2023-02-21 15:32

Values	
Land:	54,000
Build:	0
Other:	0
Total:	54,000
Heated SF:	

Road:	601
Class:	2
MH:	0
Acres:	5.0000

Building Info	
Cnst:	YrBlt:
Bsnm:	YrRmd:
Fuel:	YrEff:
Fndt:	PhysC:
Roof:	FEDP:
Rfmt:	DEPO:
Wall:	SndVal:
Floor:	Rms:



This property's information:

Parcel ID	4413-56
Owner Name	HENSLEY LOUIS D III
CoOwner Name	
Owner Address 1	PO BOX 751
Owner Address2	
Owner City	STUART
Owner State	VA
Owner Zip	24171
Property Description 1	DAN R
Property Description 2	I#21-2490
Acres	5
District	PI
Class	2
Land Value	\$54,000
Improvement Value	\$0
Total Value	\$54,000
E911 Street Number	
E911 Street	
Page	4413
Insert	
2 Circle	
Block	
Section	
Lot	56
Sub lot	
LU Defer	
Flood Zone Acres	0.01
% Flood Zone	0.1%



Assessed Value: \$54,000
Purchase Price: \$50,000

22102490
Tax Map #: 4413-()-56-
Account #: 96309

Return To:
When Recorded Return to:
Appalachian Title Company, Inc.
11/10/21

LOUIS D. HENSLEY, III

FROM: DEED

MADELINE M. HILL

THIS DEED, made and entered into this 10 day of November, 2021, by and between MADELINE M. HILL, widow, Grantor, and LOUIS D. HENSLEY, III, Grantee;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey unto the said LOUIS D. HENSLEY, III, in fee simple with General Warranty and New English Covenants of title, all that certain tract or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the Blue Ridge Magisterial District of Patrick County, Virginia, Containing 5 acres, more or less, and being more particularly described as follows, to-wit:

BEGINNING at an iron pipe in the center of an old road in the boundary of William Wood; thence with the center of the road as it meanders, N. 1 degree 44 minutes E. 128.73 feet; N. 14 degrees 35 minutes E. 119.82 feet; N. 41 degrees 26 minutes E. 93.84 feet; N. 20 degrees 39 minutes E. 69.74 feet; N. 12 degrees 20 minutes W. 78.97 feet; N. 30 degrees 00 minutes W. 54.82 feet; N. 6 degrees 33 minutes W. 45.51 feet; . . . thence leaving the road, N. 1 degree 17 minutes W. 81.88 feet to an iron pipe in the City of Danville line; the 2700 foot

elevation contour USGS datum; thence with the 2700 foot elevation contour in a southeasterly direction to an iron pipe in said line; thence leaving the 2700 foot contour, S. 38 degrees 25 minutes W. 254.74 feet, N. 50 degrees 12 minutes W. 246.96 feet; N. 73 degrees 04 minutes W. 235.0 feet to the point of BEGINNING;

TOGETHER WITH a non-exclusive 20 foot easement for ingress and egress to State Route #601, as set forth in Deed Book 148, page 25; and

BEING that same tract or parcel of land conveyed to George V. Hill by Deed from Gregory Bissett and Nancy K. Bissett, dated June 27, 2003, and recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia, as Instrument Number 030002289, to which deed reference is here made for a more particular description of the property herein conveyed.

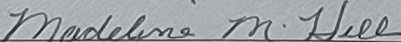
George V. Hill died testate February 7, 2020, and pursuant to his Last Will and Testament of record in the aforesaid Clerk's Office as Instrument Number WF200000086, he devised the property herein conveyed to Madeline M. Hill, Grantor herein.

This conveyance is subject to any and all easements, covenants and restrictions of record as they may lawfully apply to the aforesaid property, including but not limited to the Restrictive Covenants of record in Deed Book 226, page 408.

NO TITLE EXAMINATION PERFORMED BY HAROLD E. SLATE, II NOR H. E. "CHIP" SLATE, II, P.C. IN PREPARING THIS DEED AND THIS DEED PREPARED WITHOUT THE BENEFIT OF A CURRENT SURVEY.

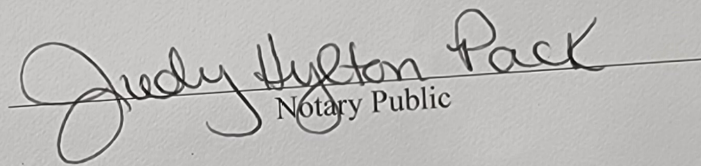
WITNESS the following signatures and seals.

HAROLD E. SLATE, II
ATTORNEY AT LAW
E. "CHIP" SLATE, II, P.C.
FLOYD, VIRGINIA
STUART, VIRGINIA
VSB #70299


MADELINE M. HILL

STATE OF VIRGINIA,
COUNTY OF PATRICK, TO-WIT:

The foregoing Deed was acknowledged before me by MADELINE M. HILL, this 10
day of November, 2021.


Notary Public

My Commission expires: 2-29-2024
Notary Registration #: 295706

JUDY HYLTON PACK
NOTARY PUBLIC
REG. #295706
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 29, 2024

INSTRUMENT 210002490
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY CIRCUIT COURT ON
NOVEMBER 10, 2021 AT 03:41 PM
\$54.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$27.00 LOCAL: \$27.00
SHERRI M. HAZLEWOOD, CLERK
RECORDED BY: CLN

AROLD E. SLATE, II
ATTORNEY AT LAW
"CHIP" SLATE, II, P.C.
FLOYD, VIRGINIA
STUART, VIRGINIA
VSB #70299



LEGAL DESCRIPTION

EXHIBIT "A"

All that certain tract or parcel of land lying and being in the Blue Ridge Magisterial District of Patrick County, Virginia, Containing 5 acres, more or less, and being more particularly described as follows, to-wit:

BEGINNING at an iron pipe in the center of an old road in the boundary of William Wood; thence with the center of the road as it meanders, N. 1 degree 44 minutes E. 128.73 feet; N. 14 degrees 35 minutes E. 119.82 feet; N. 41 degrees 26 minutes E. 93.84 feet; N. 20 degrees 39 minutes E. 69.74 feet; N. 12 degrees 20 minutes W. 78.97 feet; N. 30 degrees 00 minutes W. 54.82 feet; N. 6 degrees 33 minutes W. 45.51 feet; . . . thence leaving the road, N. 1 degree 17 minutes W. 81.88 feet to an iron pipe in the City of Danville line; the 2700 foot elevation contour USGS datum; thence with the 2700 foot elevation contour in a southeasterly direction to an iron pipe in said line; thence leaving the 2700 foot contour, S. 38 degrees 25 minutes W. 254.74 feet, N. 50 degrees 12 minutes W. 246.96 feet; N. 73 degrees 04 minutes W. 235.0 feet to the point of BEGINNING;

TOGETHER WITH a non-exclusive 20 foot easement for ingress and egress to State Route #601, as set forth in Deed Book 148, page 25.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
27C165B46

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod





West Piedmont Health District
106 Rucker Street, Suite 123
Stuart, Virginia 24171
(276) 693-2070 Voice (276) 693-2069 Fax

OSE Construction Permit

Well and Sewage Contractors: Please notify Health Department and OSE or PE 48 hours prior to installation to arrange for inspection.

November 22, 2021

Louis Hensley
P.O. Box 751
Stuart, VA 24171

RE: TBD Ramp Hollow Lane, Meadows of Dan, VA 24120
Tax Map/GPIN: 4413-56 (Patrick County)
HDID: 170 21 0158
System Capacity: Residential, 2 Bedrooms, 300 gallons per day

Dear: Louis Hensley

This letter and the attached drawings, specifications, and calculations (9 pages) dated November 5, 2021, constitute your permit to install a sewage disposal system on the property referenced above. Your application for a permit was submitted pursuant to §32.1-163.5 of the Code of Virginia, which requires the Health Department to accept private soil evaluations and designs from an Onsite Soil Evaluator(OSE) or a Professional Engineer working in consultation with an OSE for residential development. VDH is not required to perform a field check to verify the private evaluations of OSEs or PEs and such a field check may not have been conducted for the issuance of this permit. The soil absorption area ("site") and sewage system design were certified by Dalton, Stephen D., Private OSE, as substantially complying with the Board of Health's regulations and local ordinances if the locality has authorized the local health department to accept private evaluations for compliance with local ordinances. This permit is issued in reliance upon that certification.

VDH hereby recognizes that the soil and site conditions acknowledged by this permit are suitable for the installation of an onsite sewage system. The attached plat shows the approved area for the sewage disposal system; there are additional records on file with the Patrick County Health Department pertaining to this permit, including the Site and Soil Evaluation Report. This construction permit is null and void if any substantial physical change in the soil or site conditions occurs where a sewage disposal system is to be located.

If modifications or revisions are necessary between now and when you construct your dwelling, please contact the OSE/PE who performed the evaluation and design on which this permit is based. Should revisions be necessary during construction, your contractor should consult with the OSE/PE that submitted the site evaluation or site evaluation and design. The OSE/PE is authorized to make minor adjustments in the location or design of the system at the time of construction provided adequate documentation is provided to the Patrick County Health Department. The OSE/PE that submitted the certified design for this permit is required to conduct a final inspection of this sewage system when it is installed and to submit an inspection report and

completion statement.

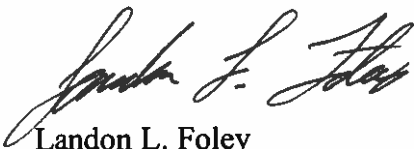
As the owner, you are responsible for giving reasonable notice to the OSE/PE of the need for a final inspection. If the designer is unable to perform the required inspection, you may provide an inspection report and completion statement executed by another OSE/PE. The Patrick County Health Department is not required to inspect the installation but may perform an inspection at its sole discretion. No part of this installation shall be covered until it has been inspected by the OSE/PE as noted herein. The sewage system may not be placed into operation until you have obtained an Operation Permit from the Patrick County Health Department.

This Construction Permit is null and void if conditions are changed from those shown on your application or if conditions are changed from those shown on the Site and Soil Evaluation Report and the attached construction drawings, specifications, and calculations. VDH may revoke or modify any permit if, at a later date, it finds that the site and soil conditions and/or design do not substantially comply with the Sewage Handling and Disposal Regulations, 12 VAC 5-610-20 et seq., or if the system would threaten public health or the environment.

This permit approval has been issued in accordance with applicable regulations based on the information and materials provided at the time of application. There may be other local, state, or federal laws or regulations that apply to the proposed construction of this onsite sewage system. The owner is responsible at all times for complying with all applicable local, state, and federal laws and regulations. This construction permit is transferable until expired or deemed null and void. A permit transfer form may be found on the VDH website at <http://www.vdh.virginia.gov/environmental-health/gmp-2015-01-forms/>.

If you have any questions, please contact me. Permit expires: **May 19, 2023.**

Sincerely,



Landon L. Foley
Environmental Health Specialist, Sr.
West Piedmont Health District

CC: Dalton, Stephen D., Private OSE

WHAT YOU WILL NEED TO GET YOUR SEPTIC SYSTEM OPERATION PERMIT

- Your system must have a **satisfactory inspection** at the time of installation. This will be done by either a representative of the local Health Department, a private OSE, or a PE, depending on the designer of your permitted system. If your system is designed/inspected by an OSE or PE, they must submit a copy of the inspection results, complete with an as-built diagram, to the Health Department.
- Please ensure that your contractor turns in a **Completion Statement** to the local Health Department after installation.
- If your permit is for an alternative system, you must sign, have notarized, and record the attached **Notice of Recordation** in your locality's land records. Please bring proof of this recordation to the local Health Department
- If you have a **conditional permit** then you must sign, have notarized, and record the permit in your locality's land records. Please bring proof of this recordation to the Health Department.

IF YOUR PERMIT IS FOR BOTH A SEPTIC SYSTEM AND WELL YOU WILL ALSO NEED

- Your well must have **satisfactory inspection** results after installation. Please give the Health Department several days' notice to schedule this inspection before your Operation Permit will be requested.
- The Health Department must receive a copy of your **water sample test result** being negative/satisfactory for coliform bacteria. You are responsible for performing this test and ensuring the results are received at the Health Department
- Please ensure that your Well Driller submits a Uniform **Water Well Completion Statement or GW-2** to the Health Department, including documentation of a proper well abandonment if required by permit

Allow 5 business days after the last piece of documentation is received for the Operation Permit to be issued. To avoid delays, clearly label each piece of documentation with the property Tax Map/GPIN number and HDID number shown above and on your construction permit. *Please note that due to the individual circumstances of your permit there may be additional required items not covered by this checklist.*

If you have any questions about any of the items on this list, please do not hesitate to contact the Patrick County Health Department at (276) 693-2070.

OSE/PE Report For:

☒ Construction Permit
 ☐ Repair Permit
 ☐ Voluntary Upgrade Permit
 ☐ Certification Letter
 ☐ Subdivision Approval

Property Location:

 911 Address: TBD Ramp Hollow Ln State/City: Meadows of Dan

Lot _____ Section _____ Subdivision _____

 GPIN or Tax Map # 4413-56 Health Dept ID # _____

Latitude _____ Longitude _____

Applicant or Client Mailing Address:

 Name: Louis Hensley Phone: 804-971-0570 Email: motofreak221@gmail.com

 Street: PO Box 751

 City: Stuart State VA Zip Code 24171

Prepared by:

 OSE Name Stephen D. Dalton License # 1940001068

 Address 305 Oak Street

 City Hillsville State VA Zip Code 24343

PE Name _____ License # _____

Address _____

City _____ State _____ Zip Code _____

 Date of Report 11/5/21 Date of Revision #1 _____

OSE/PE Job # _____ Date of Revision #2 _____

Contents/Index of this report (e.g., Site Evaluation Summary, Soil Profile Descriptions, Site Sketch, Abbreviated Design, etc.)

<input checked="" type="checkbox"/> OSE Report	<input checked="" type="checkbox"/> System Specs	<input type="checkbox"/> Abbreviated Design
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Construction Drawing	<input type="checkbox"/> Site Sketch
<input checked="" type="checkbox"/> Site Report	<input checked="" type="checkbox"/> Well Specs	<input checked="" type="checkbox"/> Map
<input checked="" type="checkbox"/> Soil Report	<input type="checkbox"/> Pump Specs	<input type="checkbox"/> Reserve

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 VACS-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 for 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 that a (select one): construction permit ☐ certification letter ☐ subdivision approval ☐ be (select one) issued ☐ repair permit ☐ voluntary upgrade ☐ Denied ☐

 OSE/PE Signature Stephen D. Dalton

 Date 11/14/21

Commonwealth of Virginia

Application for: ☒ Sewage System ☒ Water Supply

Owner Louis Hensley

Mailing Address PO Box 751

Stuart VA 24171

Agent Southwest Soils, Inc.

Mailing Address 305 Oak St.

Hillsville VA 24343

Site Address TBD Ramp Hollow Ln

Meadows of Dan

Directions to Property: West of 319 Ramp Hollow Ln

Subdivision _____ Section _____ Block _____ Lot _____

Tax Map 4413-56 Other Property Identification _____ Dimension/Acreage of Property 5 acres

VDH Use only

Health Department ID# _____

Due Date _____

Phone 804-971-0570

Phone _____

Fax _____

Phone 276-728-3222

Phone _____

Fax _____

Email motofreak221@gmail.com

Sewage System

Type of Approval: Applicants for new construction are advised to apply for a certification letter to determine if land is suitable for a sewage system and to apply for a construction permit (valid for 18 months) **only when ready to build.**

☐ Certification Letter ☒ Construction Permit ☐ Voluntary Upgrade ☐ Repair Permit ☐ Minor Modification

Proposed Use:

Single Family Home (Number of Bedrooms 2) Multi-Family Dwelling (Total Number of Bedrooms _____)

Other (describe) _____

Basement Yes ☐ No ☒ Walk-out Basement Yes ☐ No ☒ Fixtures in Basement Yes ☐ No ☒

Conditional permit Yes ☐ No ☒

If yes, which conditions do you want?

☐ Reduced water flow ☐ Limited Occupancy ☐ Intermittent or seasonal use ☐ Temporary use not to exceed 1 year

Do you wish to apply for a betterment loan eligibility letter? Yes ☐ No ☒ *There is a \$50 fee for determination of eligibility.

Water Supply

Will the water supply be ☐ Public or ☒ Private? Is the water supply ☐ Existing or ☒ Proposed?

If proposed, is this a replacement well? ☒ Yes ☐ No If yes, will the old well be abandoned? ☒ Yes ☐ No Will

any buildings within 50' of the proposed well be termite treated? Yes ☐ No ☒

Well Type (e.g. domestic use, agricultural, irrigation, etc.) Domestic Use

All Applicants

Is this property indeed to serve as your (owners) principal place of residence? ☒ Yes ☐ No

All applications must be accompanied by private sector evaluations and designs, unless a petition for VDH services is approved. Is a Petition for Service form attached? ☐ Yes ☒ No

In order for VDH to process your application for a sewage system you must attach a plat of the property and a site sketch. For water supplies, a plat of the property is recommended and a site sketch is required. The site sketch should show your property lines, actual and/or proposed buildings and the desired location of your well and/or sewage system. When the site evaluation is conducted the property lines, building location and the proposed well and sewage sites must be clearly marked and the property 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 _____

11/14/21

This form contains personal information subject to disclosure under the Freedom of Information Act.



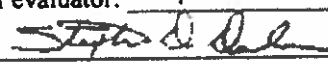
Site and Soil Evaluation Report

VDH Use Only
HDIN: _____

General Information

Date: 11/14/21 Patrick County Health Department
Owner: Louis Hensley Phone: 804-971-0570
Owner Address: PO Box 751 Stuart VA 24171
Property Address: TBD Ramp Hollow Ln Meadows of Dan
Tax Map/GPIN #: 4413-56
Subdivision: Section: Block: Lot:

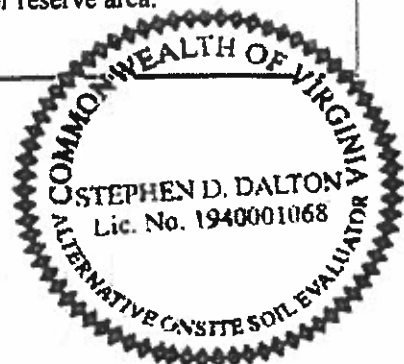
Soil Information Summary

1. Position in landscape satisfactory: ☒ Yes ☐ No Describe landscape position: sideslope
 2. Slope: 9 %
 3. Depth to rock/impervious strata: Max. 50 in. Min. 48 in. ☐ Not observed
 4. Free Water Present: ☐ Yes ☒ No Range in inches: _____
 5. Depth to seasonal water table (gray mottling or gray color): _____ inches ☒ Not observed
 6. Soil percolation rate estimated: ☒ Yes ☐ No Estimated rate: 35 min/in at 30 inches depth
Texture Group: ☐ I ☒ II ☐ III ☐ IV
 7. Percolation test performed: ☐ Yes ☒ No If yes, provide additional data on percolation test results.
- Name and title of evaluator: Stephen Dalton OSE
Signature: 

☒ Site approved: Absorption Trenches (describe dispersal area, e.g. absorption trenches) dispersing Septic Effluent (proposed level of treatment at time of evaluation) to be placed at 30 (inches) depth at site designated on permit. Site provides a total of 450 square feet of absorption area for primary and reserve (if applicable).

☐ Site disapproved: Reasons 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 absorption area, and/or reserve area.
6. ☐ Proposed system too close to well.
7. ☐ Other (specify)



Date of Evaluation: 11/9/21

Profile Description

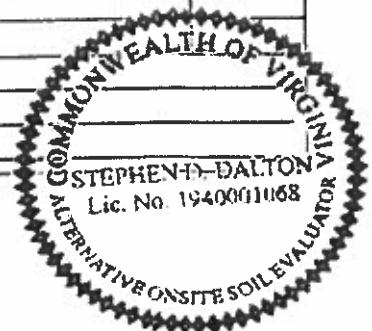
SOIL EVALUATION REPORT

Property ID: 4413-56

Where the local health department conducts the soil evaluation the location of profile holes may be shown on the schematic drawing on the construction permit or the sketch submitted with the application. If soil evaluations are conducted by a private Onsite Soil Evaluator or Professional Engineer, location of profile holes and sketch of the area investigated including all structural features (i.e. sewage disposal systems, wells, etc.) within 200 feet of the site and reserve site shall be shown on the reverse side of this page or prepared on a separate page and attached to this form.

☐ See application sketch ☒ See Construction Permit ☐ See sketch on reverse side or page attached to this form.[illegible]

REMARKS:



System Specifications

VDH Use Only

HDIN: _____

Application InformationName: Louis HensleyAddress: PO Box 751Phone: 804-971-0570StuartVA24171**Location Information**Tax Map/GPIN #: 4413-56Property Address: TBD Ramp Hollow LnMeadows of Dan

Subdivision: _____ Section: _____ Block: _____ Lot: _____

Directions: East of 316 Ramp Hollow Ln.**General Information**Property Type (e.g. residential): ResidentialNumber of Bedrooms: 2Daily Flow: 300 gpd

Conditions: _____

Notes: _____

Sewer LineDiameter: 4 in. Material: SCH 40 PVC (or equivalent) Notes: cleanouts every 50'**Pretreatment Unit(s)**Treatment Level: _____ Septic Tank Capacity: 1,000 gallonsNumber of Septic Tanks 1 Size of Septic Tank(s) 1,000 gallons

Per the Sewage Handling and Disposal Regulations, check which option(s) chosen:

☒ Septic tank with inspection port ☐ Septic tank with effluent filter ☐ Reduced maintenance septic tank

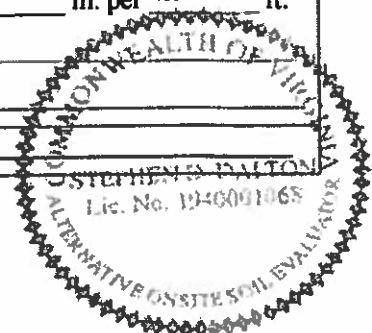
Secondary treatment device(s), if applicable: _____

Notes: PVC 40 4" Tees**Conveyance Line**Conveyance Method: Gravity

If pumping, include pump specifications sheet.

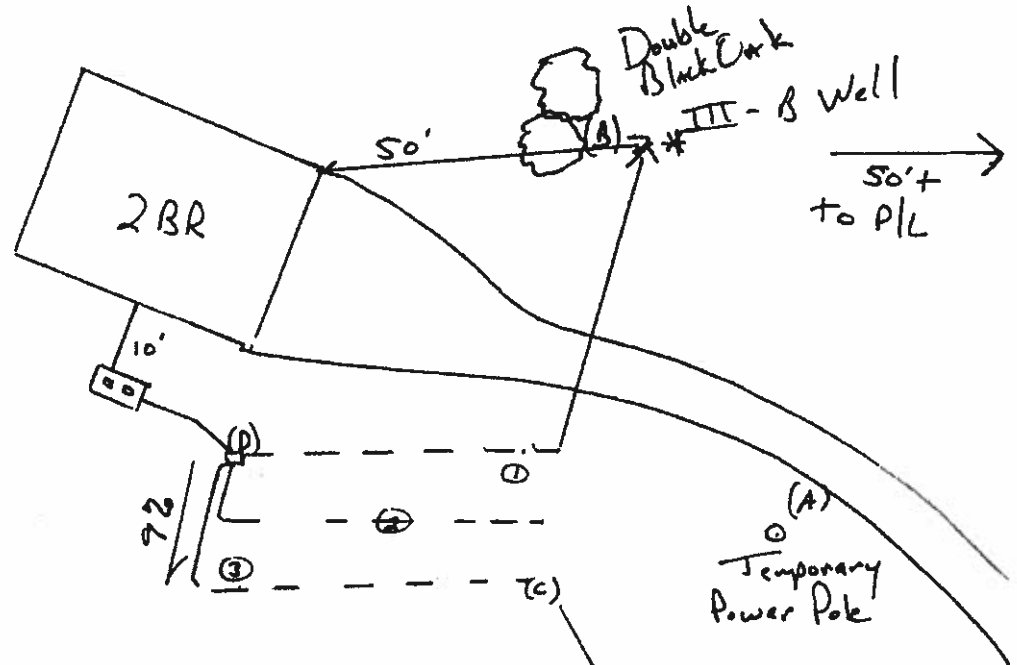
Material: SCH 40 PVC Diameter: 4"Notes: 6" fall per 100'**Distribution Method and Header Lines**Distribution Method: 4" SCH 40 PVCNo. of boxes: 1 No. of outlets: 8+Surge or splitter box required: ☐ Yes ☒ NoHeader Line Material: SCH 40 PVC**Percolation Lines/Absorption Area**Dispersal Method (e.g. laterals, pad, mound): laterals

If using pressure dispersal (e.g. drip), include pressure dispersal specifications sheet.

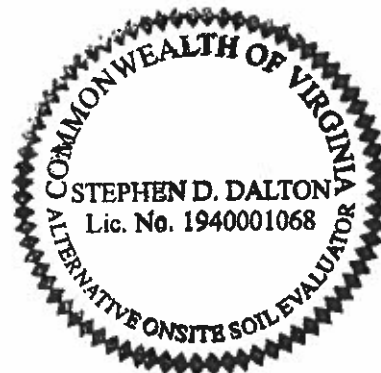
No. of laterals/pads: 3 Length of lateral(s)/pad(s): 50 ft. Width of lateral(s)/pad(s): 36 in.Center to center spacing: 10 ft. Installation depth: 30 in. Aggregate depth: N/A in.Size/Type of Aggregate: Infiltrator Chambers Lateral/pad slope: 2'-4" in. per 100 ft.Reserve Area Provided: N/A % Notes: _____Please Note: 12" of suitable cover required over trenches

Approx. 1" = 30'

A-B 72'
A-C 39'
A-D 84'
B-C 69'
B-D 69'



(3) - 50' Trenches
3' Wide
30" Deep
10' Centers
* Chambers Required



Spring Developed
200' + to

Well Specifications

VDH Use Only
HDIN:

Applicant Information	
Name: <u>Louis Hensley</u>	Address: <u>PO Box 751</u>
Phone: <u>804-971-0570</u>	<u>Stuart</u> <u>VA</u> <u>24171</u>
Location Information	
Tax Map/GPIN #: <u>4413-56</u>	Property Address: <u>TBD Ramp Hollow Ln</u> <small>Meadows of Oak</small>
Subdivision: _____	Section: _____ Block: _____ Lot: _____
Directions: <u>East of 316 Ramp Hollow Ln.</u>	
General Information	
Well Purpose (select all that apply): <input checked="" type="checkbox"/> Domestic Drinking Water <input type="checkbox"/> Agricultural	
<input type="checkbox"/> Irrigation <input type="checkbox"/> Industrial/Commercial <input type="checkbox"/> Geothermal	
Well Class: <u>III-B</u>	Minimum Casing Depth: <u>50</u> ft.
Estimated Water Usage: _____	Minimum Grout Depth: <u>50</u> ft.
Horizontal Setbacks	
Distance from Building Sewer: <u>50</u> ft.	Distance from Pretreatment Unit(s): _____ ft.
Distance from Conveyance System: <u>50</u> ft.	Distance from Absorption Area: <u>>50</u> ft.
Distance from Property Line: <u>>50</u> ft.	Distance from foundations: <u>>50</u> ft.
Distance from other source(s) of contamination: <u>>50</u> ft.	
List other source(s): _____	
Note: _____	



REQUEST FOR A WAIVER TO THE SURVEY REQUIREMENT
(TO BE COMPLETED BY THE OWNER)

Owner's Name LOUIS D. Hensley III
Owner's Address PO BOX 751 STUART VA. 24171
Owner's Telephone Number 804 971 0576
Property Location IBD Kampala, Va Health Department Identification Number _____

1. Yes ☒ No ☐ Is a complete site sketch provided with your application showing the property dimensions, all proposed and/or existing structures, driveways, underground and overhead utilities on the property, adjacent sewage disposal systems, bodies of water, drainage ways, agricultural drain tiles, wells, cisterns, and springs for a minimum of 200 feet radius of the proposed building and/or drain field?
2. Yes ☒ No ☐ Have you clearly marked the property boundaries?
3. Yes ☒ No ☐ Have you clearly marked the proposed building or buildings?
4. Yes ☐ No ☒ Are there any permanent structures within 200 feet of the proposed drain field?
5. Yes ☒ No ☐ Does your parcel of land consist of a single lot?
6. Yes ☐ No ☒ Is your parcel of land directly influenced by the off site location of any sewage disposal system, well and/or body of water?
7. Yes ☐ No ☒ Is your application for an onsite sewage disposal system construction permit to repair or replace a malfunctioning system serving a single family or duplex residential dwelling?
8. Yes ☐ No ☒ Is your application for an onsite sewage disposal system construction permit to expand an existing system serving a single family or duplex residential dwelling?
9. Yes ☐ No ☒ Is your proposed building and/or proposed drain field located within 200 feet of a property line?
10. Yes ☐ No ☒ Does a survey plat exist for your property?
11. Yes ☒ No ☐ Does the survey plat requirement pose an undue hardship upon you?
If yes, explain: Limited funds
12. Yes ☒ No ☐ Do you understand that a certification statement shall be signed by you verifying the sewage disposal system is located on your property as permitted prior to issuance of an operation permit?

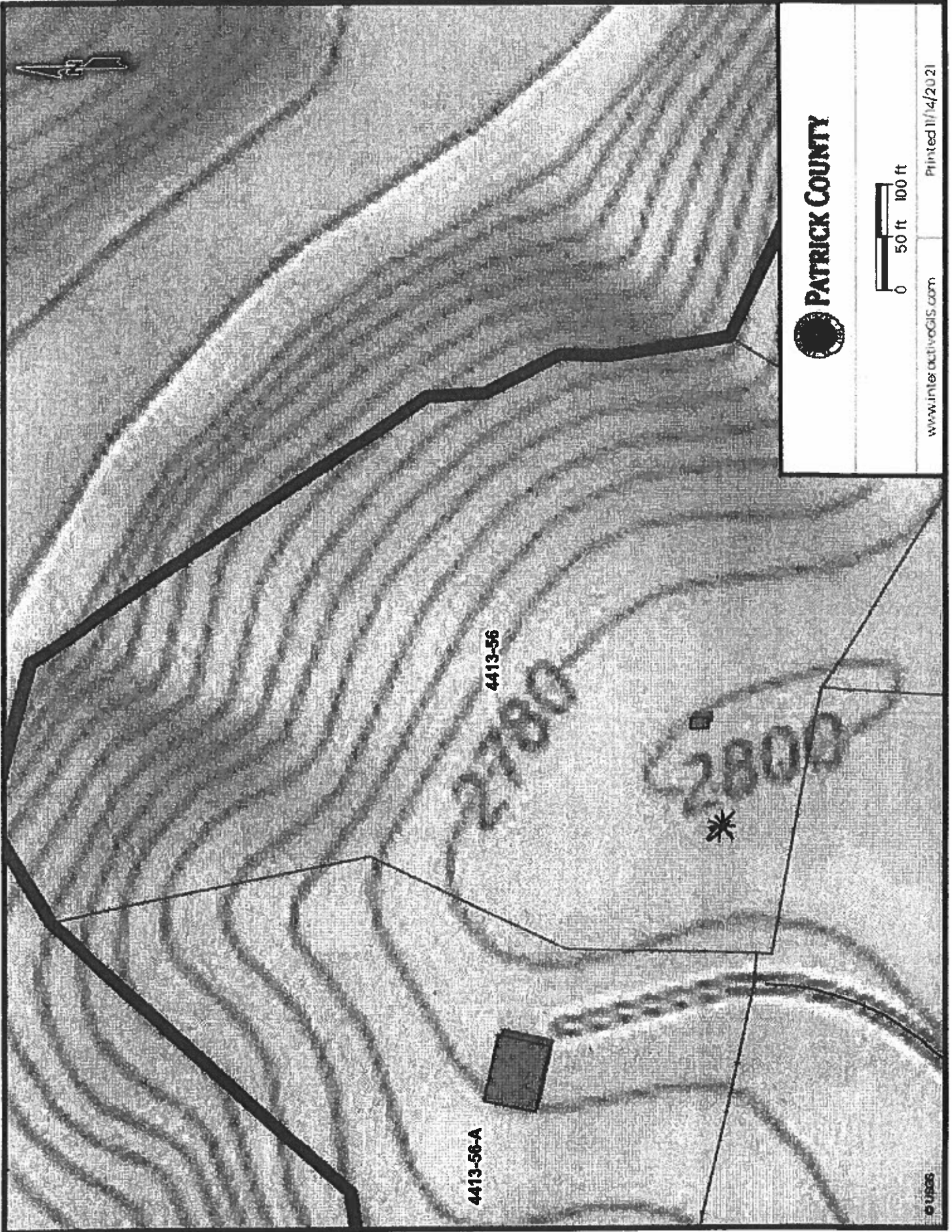
In all cases, it shall be the landowner's responsibility to ensure that the system is properly located as permitted

Owner's Signature Louis D. Hensley III Date 11.15.2021

VDH USE ONLY

Waiver: Granted Denied (circle one) Date _____
Health Department Identification Number _____
Reason(s) for denial of waiver _____

Environmental Health Specialist Senior's Signature _____
Environmental Health Supervisor's Signature _____



 **PATRICK COUNTY**



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Printed 11/14/2021

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CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 5th, 2023, between Louis D Hensley III, owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

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

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

2. Legal Description –

Tax ID #4413-56; Consisting of +/- 5 acres and improvements; DAN R I#21-2490

More Commonly Known As – 323 Ramp Hollow Ln., Meadows of Dan, VA

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before May 22nd, 2023 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit 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

Seller's Initials _____

Purchaser's Initials _____

void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

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

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

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

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 2022 and lead base paint disclosures do not apply.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

7. **Standard Provisions.**

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In

Seller's Initials _____

Purchaser's Initials _____

addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

Seller's Initials _____

Purchaser's Initials _____

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

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

Louis D Hensley III (Seller) 04/05/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 04/05/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 04/05/2023

Seller's Initials _____

Purchaser's Initials _____



ROANOKE VALLEY ASSOCIATION OF REALTORS®



RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT

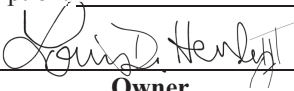
Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for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

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

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

Property Address / **323 Ramp Hallow Ln, Meadows of Dan , VA 24210**

Legal Description: **Tax ID#4413-56**

	02/12/2023		
Owner	Date	Owner	Date
Louis D Hensley III			

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

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

Purchaser	Date	Purchaser	Date
------------------	-------------	------------------	-------------

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



02/12/2023

(Date)

(Date)

(Date)

(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

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

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

PROPERTY ADDRESS/ 323 Ramp Hallow Ln, Meadows of Dan , VA 24210
LEGAL DESCRIPTION: Tax ID#4413-56

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:

https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

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

Owner

Louis D. Hersley III

Owner

Date

Date

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

Purchaser

Purchaser

Date

Date