



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 – George F. Jones and Jane C. Jones

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

AUCTION DATE – Thursday, June 29th, 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 #12-A-32A; Deed Book 516, Page 56; PC1 Slide 278 PG 5;
Consisting of +/- 5 acres and improvements; Pine Creek Magisterial District

More Commonly Known As: 3041 Deepwater Rd., Dugspur, VA 24325

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 29th, 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 **Kaitlyn Harman at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, August 14th, 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 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 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 off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker 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



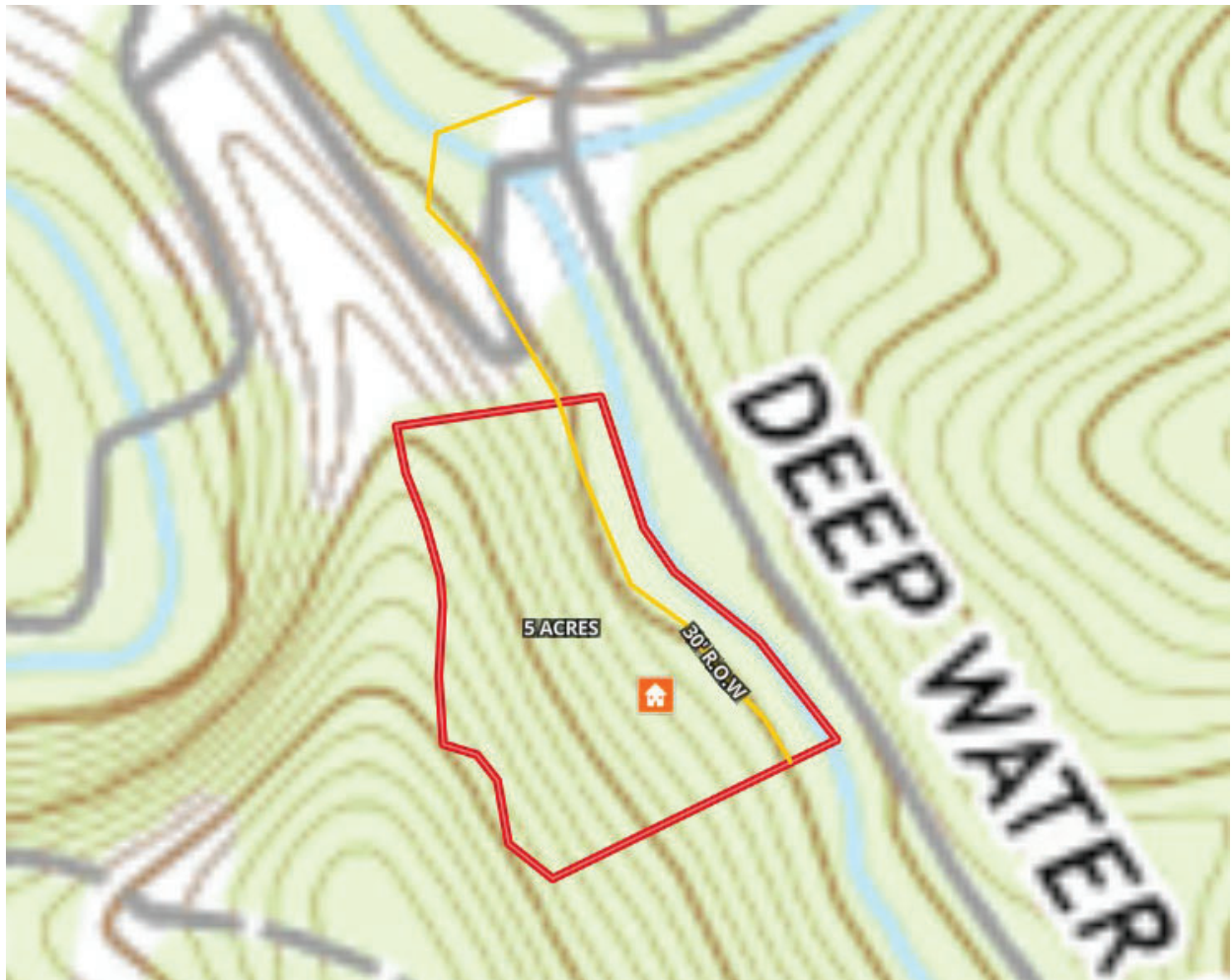
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



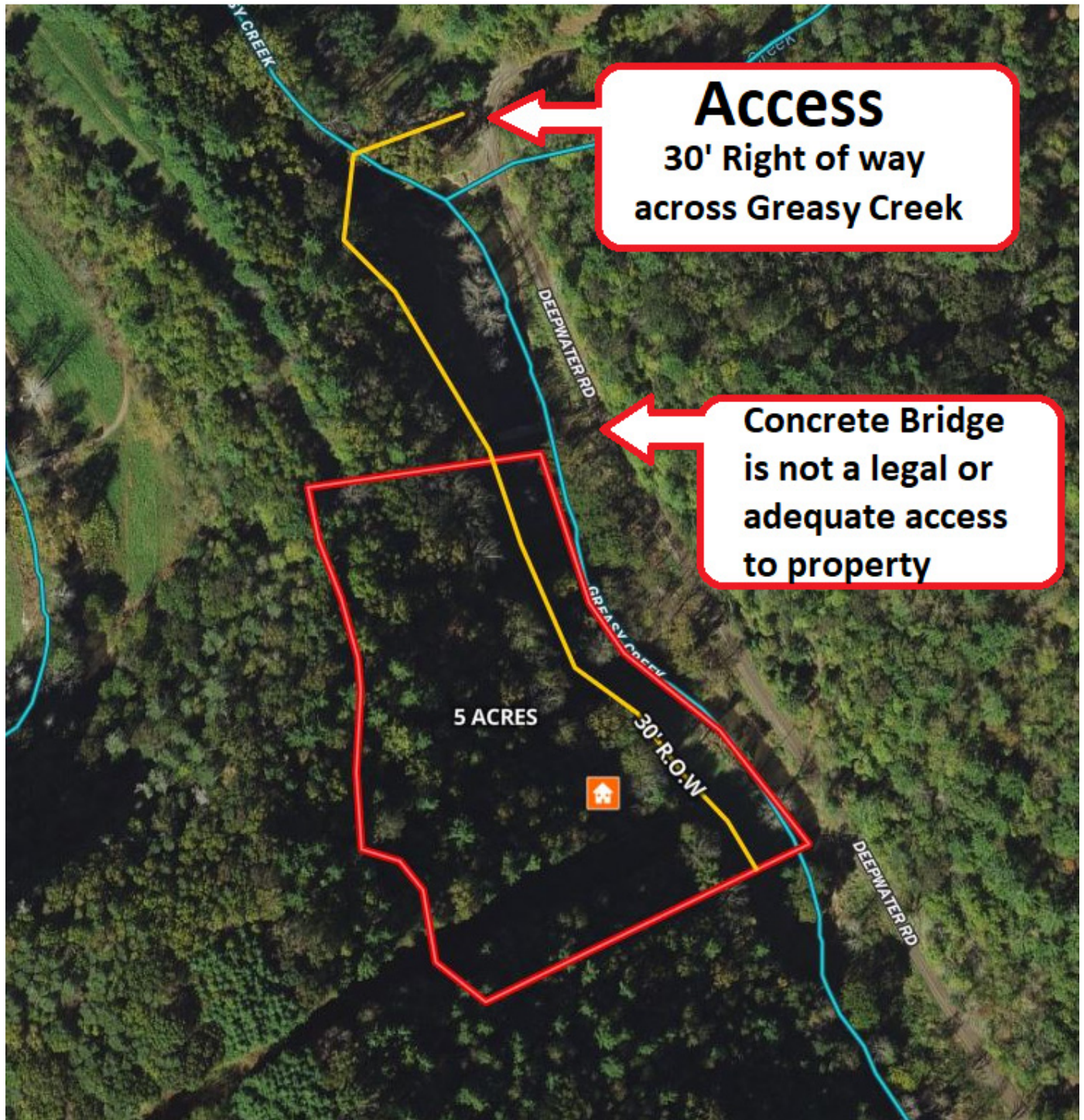
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Topo



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Access Map

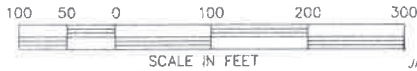




Location

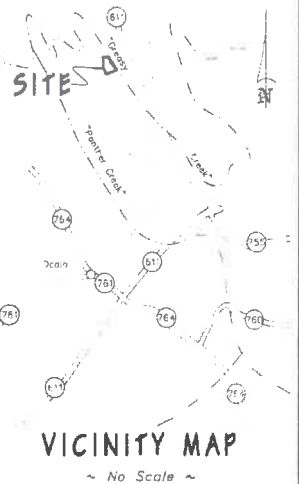
3041 Deepwater Rd.,
Dugspur, VA 24325



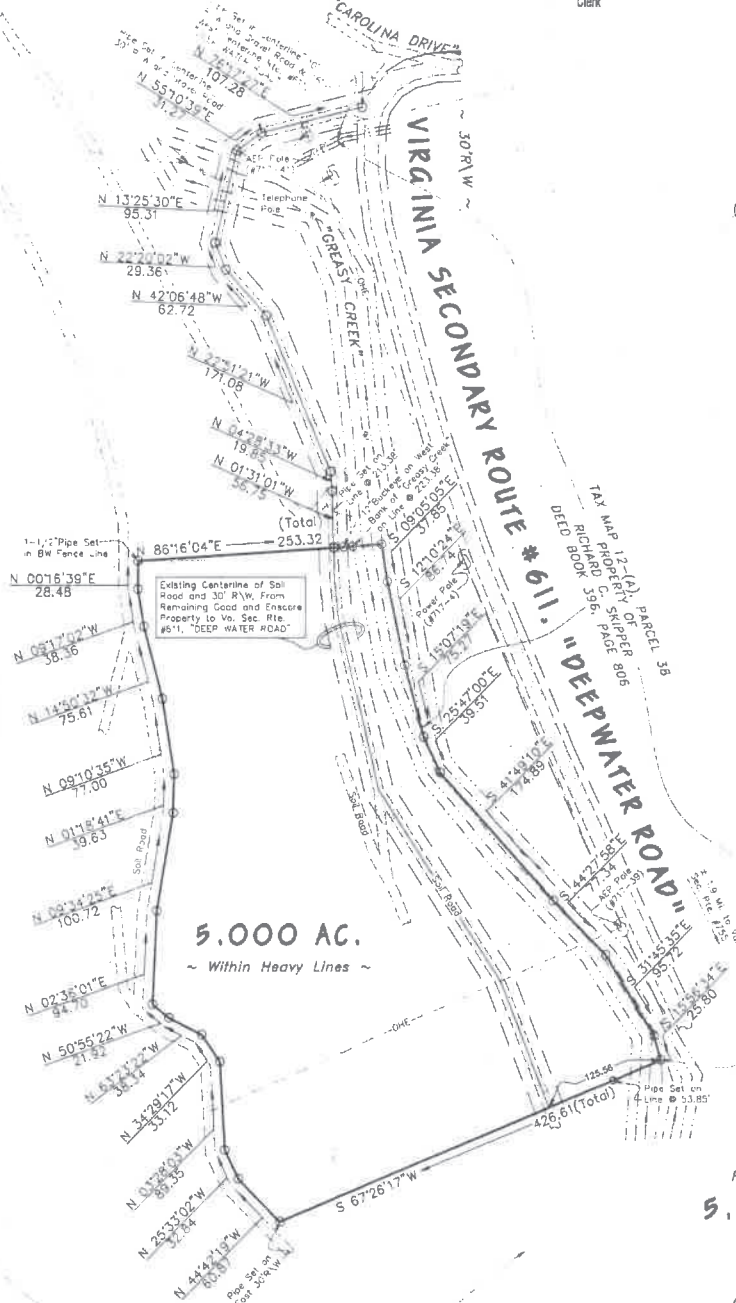


TAX MAP 12-(A), PARCEL 34
PROPERTY OF
JIMMIE L. NEWSON, Sr. & IRENE R. NEWSON
JAMES E. ENSCORE DOROTHY R. ENSCORE
DEED BOOK 218, PAGE 139

STATE OF VIRGINIA: In Carroll County Circuit Court
Clerk's Office, 28-97 19.32, at 102.31, this
map was received in office and admitted to record
Teste: David R. Goad
Clerk



TAX MAP 12-(A), PARCEL 32
REMAINING PROPERTY OF
DAVID R. GOAD
SHARON W. GOAD
JAMES E. ENSCORE
DOROTHY R. ENSCORE
DEED BOOK 423, PAGE 363
FIRST TRACT

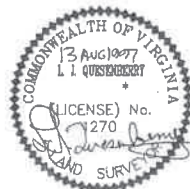


NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS A PORTION OF CARROLL COUNTY TAX MAP 12-(A), PARCEL 32.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE EXCEPT WITHIN THE PROXIMITY OF "GREASY CREEK" WHICH IS ZONE A. THIS OPINION IS BASED UPON INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #510197 0050 B, ZONE C) AND HAS NOT BEEN FIELD VERIFIED.
5. CORNERS NOT DESCRIBED ARE POINTS LOCATED 15' EAST FROM CENTERLINE OF SOIL ROAD, CENTERLINE OF "GREASY CREEK" AND CENTERLINE OF SOIL ROAD AND 30'R/W.

SOURCE OF TITLE:

PLAT SHOWING "5.000 AC. TRACT" IS A PORTION OF THAT PROPERTY ACQUIRED BY DAVID R. GOAD, SHARON W. GOAD, JAMES E. ENSCORE AND DOROTHY R. ENSCORE AS DESCRIBED IN DEED BOOK 423, PAGE 363, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CARROLL COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.



PLAT SHOWING
5.000 AC. TRACT
PROPERTY OF
DAVID R. GOAD
SHARON W. GOAD
JAMES E. ENSCORE
DOROTHY R. ENSCORE
TO BE ACQUIRED BY

GEORGE F. JONES
JANE C. JONES

LOCATED OFF
VIRGINIA SECONDARY ROUTE #611
"DEEP WATER ROAD"
PINE CREEK MAGISTERIAL DISTRICT
CARROLL COUNTY, VIRGINIA

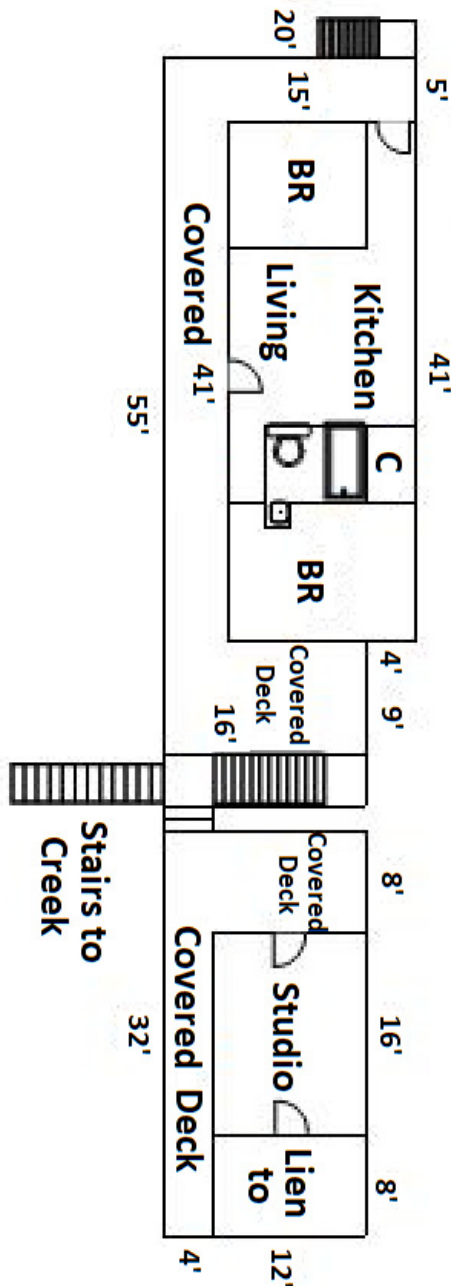
SCALE: 1" = 100' DATE: 12 AUGUST 1997

L. J. QUESENDERRY, L.S.
DUGSPUR, VIRGINIA 24325

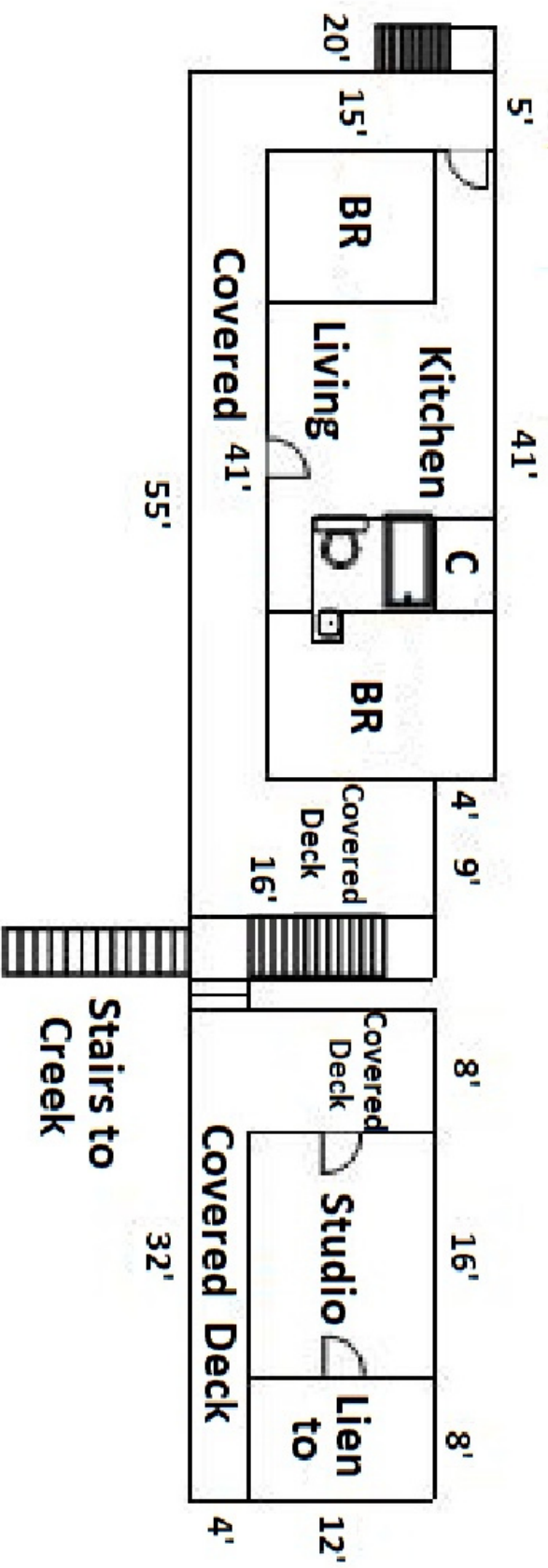
General Floorplan

615 Square Feet

Vinyl Siding
Shingle Roof
Vinyl Floors
Drywall / Wood Walls
Double Hung
Vinyl Windows
Well and Septic
A/C Window Units
Home built in 2005
Heat - Home has a
propane tank hooked
to house. However it's
not in use. Owners use
Electric Heaters.



Studio - 192 SF (12x16)



Date	
08/28/1997	Bk/Pg: 516, 0056 \$5000

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2006	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	NC Compl	Reassessment	2013	2017	2021
VALUATION	I 7000	12500	12500	30000	28000	28000	28000
0	E 2100	1000	49100	59300	49600	48600	55400
	T 9100	13500	61600	89300	77600	76600	83400

Site Description

Topography:

Public Utilities:

Street or Road:
Unpaved

Neighborhood:
Static

Zoning:
Legal Acres:
5.0000

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base		Adjusted		Extended		Influence		Value
					Rate	Rate	Rate	Rate	Value	Value	Factor	Factor	
1 3 Rural Open Land	10	4.0000		1.00	3000.00	3000.00	12000		12000				12000
2 9 Homesite	2	1.0000		1.00	16000.00	16000.00	16000		16000				16000

COM1: 12 - (A) - 32A
LAND: NICE SITE ON GREASY CREEK-CROSS BRIDGE ON LEFT
NC06: NEW CONSTRUCTION 2006
REAS: 2016 Reassessment
LOCKED GATE

Supplemental Cards
TRUE TAX VALUE
28000

Supplemental Cards
TOTAL LAND VALUE
28000

PHYSICAL CHARACTERISTICS

Style: 16 Cabin
Occupancy: Single family
Story Height: 1.0
Finished Area: 615
Attic: None
Basement: None

ROOFING
Material: Asphalt shingles
Type: Gable
Framing: Std for class
Pitch: Not available

FLOORING
Sub and Joists 1.0 1.0
Carpet

EXTERIOR COVER
Vinyl siding 1.0

INTERIOR FINISH

ACCOMMODATIONS
Finished Rooms 4
Bedrooms 2

HEATING AND AIR CONDITIONING

Primary Heat: Central Warm Air
Lower Full Part
/Bsmt 1 Upper Upper

PLUMBING

3 Fixt. Baths # 1 3
Kit Sink 1 1
Water Heat 1 1
TOTAL 5

REMODELING AND MODERNIZATION

Amount Date



(LCM: 100.00)

SUMMARY OF IMPROVEMENTS

SPECIAL FEATURES

Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Const	Base Rate	Feat- ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %	Depr	Adj Comp	Value
D :SWL-PRIV	0	D	DWELL	0.00	0.00	C-10	2005	AV	0.00	Y	0.00	615	57570	9	0	102	100	53400
		01	CABIN	0.00	1			AV	0.00	N	0.00	12x 16	0	0	SV	0	100	1000
		02	FR BLDG	0.00	1		2000	AV	0.00	N	0.00	19x 20	0	0	SV	0	100	1000

Data Collector/Date	Appraiser/Date	Neighborhood	Supplemental Cards
JE 10/17/2019	MC 10/17/2019	Neigh 100 AV	TOTAL IMPROVEMENT VALUE

55400

THIS DEED made and entered into this 26 day of August, 1997, by and between David R. GOAD and Sharon W. GOAD, his wife, James E. ENSCORE and Dorothy R. ENSCORE, his wife, herein called Grantors, and George F. JONES and Jane C. JONES, husband and wife as tenants by the entirety with the right of survivorship as at common law, herein called Grantees:

WITNESSETH

THAT for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantors do hereby bargain, grant, sell and convey unto the Grantees, to hold as tenants by the entirety with the right of survivorship as at common law, in fee simple with covenants of General Warranty of Title, all of the following tracts or parcels of land, situate in the Pine Creek Magisterial District of Carroll County, Virginia, described as follows:

BEGINNING at a pipe set on the East 30ft. right of way of a soil road; thence with the East 30ft. right of way of said soil road and the lands retained by grantors the following courses: N. 44-42-19 W. 60.87 feet, N. 25-33-02 W. 32.84 feet, N. 03-28-03 W. 89.35 feet, N. 34-29-17 W. 33.12 feet, N. 63-23-22 W. 38.34 feet, N. 50-55-22 W. 21.92 feet, N. 02-36-01 E. 94.70 feet, N. 09-34-25 E. 100.72 feet, N. 01-18-41 E. 39.63 feet, N. 09-10-35 W. 77.00 feet, N. 14-50-32 W. 75.61 feet, N. 09-17-02 W. 38.36 feet, N. 00-16-39 E. 28.48 feet to a 1-1/2 inch pipe set in barbed wire fence, leaving the East 30ft. right of way of said road, N. 86-16-04 E. passing a point in the existing centerline of soil road and 30ft. right of way from remaining Goad and Enscoe property to Va. Secondary Route #611 "Deep Water Road", passing a pipe set on line @213.38ft., a Buckeye on West Bank of "Greasy Creek" on line @223.38 ft., a total distance of 253.32 feet to a point in centerline of Greasy Creek; thence with the centerline of Greasy Creek and the Richard C. Skipper property (D.B. 396 Pg. 806), the following courses: S. 09-05-05 E. 37.85 feet, S. 12-10-24 E. 86.74 feet, S. 15-07-19 E. 75.27 feet, S. 25-47-00 E. 39.51 feet, S. 41-49-10 E. 174.89 feet, S. 44-27-58 E. 77.34 feet, S. 31-45-35 E.

95.72 feet, S. 15-56-34 E. 25.80 feet; thence with land of grantors, S. 67-26-17 W. passing a pipe set on line @53.85 ft. and the centerline of soil road at 125.56 ft., a total distance of 426.61 feet to the pipe set on East 30ft. right of way soil road, the point of the BEGINNING, containing 5.0000 acres as shown by survey made by L.J. Quesenberry, L.S., 8-12-97, Job No. 2409.

Also conveyed herewith is the following described 30 ft. right of way, running from the land herein conveyed along the described courses and distances to the public road, the centerline of which right of way is as follows:

Beginning at a point in the existing centerline of soil road; thence N. 01-31-01 W. 56.75 feet, N. 04-28-33 W. 19.85 feet, N. 22-51-21 W. 171.08 feet, N. 42-06-48 W. 62.72 feet, N. 22-20-02 W. 29.36 feet, N. 13-25-30 E. 95.31 feet, N. 55-10-39 E. 31.27 feet to a pipe set in centerline 30ft. right of way and gravel road, N. 76-17-27 E. 107.28 feet to a pipe set in centerline 30ft. right of way and gravel road and 15' West centerline Rte. 611 "Deep Water Road".

This right of way shall run with the land and apply to the parties hereto and their heirs and assigns.

Being a portion of the same property conveyed Grantors by deed duly of record in the Office of the Clerk of the Circuit Court of Carroll County, Virginia in Deed Book 423 at Page 363.

This conveyance is subject to any and all easements, restrictions and reservations should the same lawfully apply to the land herein conveyed.

To have and to hold the above described parcel of land, together with the privileges and appurtenances thereunto belonging or in anywise appertaining.

This deed is being prepared from information provided without the benefit of a title search.

Witness the following signatures and seals

 (SEAL)
David R. Goad

 (SEAL)
Sharon W. Goad

 (SEAL)
James E. Enscoe

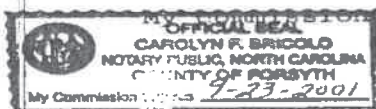
WITNESSES:
JAMES E. ENSCOE, AT LAW
121 MAIN ST.
E. H. DICKER
FARMERS, VA 24040
504-726-4718

Dorothy R. Enscoe (SEAL)
Dorothy R. Enscoe

STATE OF North Carolina
COUNTY OF Burlford, to-wit:

I, CAROLYN F. BRICOLU a Notary Public in and for the aforesaid County and State do certify that David R. Goad and Sharon W. Goad, Grantors to the foregoing deed bearing date on the 26 day of August, 1997, this day personally appeared before me in my State and County aforesaid and signed and acknowledged the same.

Given under my hand this 26 day of August, 1997.



My Commission Expires: September 23, 2001

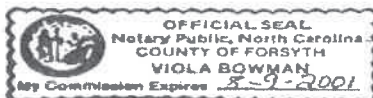
Carolyn F. Bricolu NOTARY PUBLIC

STATE OF North Carolina
COUNTY OF Forsyth, to-wit:

I, Viola Bowman a Notary Public in and for the aforesaid County and State do certify that James E. Enscoe and Dorothy R. Enscoe, Grantors to the foregoing deed bearing date on the 27th day of August, 1997, this day personally appeared before me in my State and County aforesaid and signed and acknowledged the same.

Given under my hand this 27th day of August, 1997.

My commission expires: 8-9-2001.



Viola Bowman NOTARY PUBLIC

Grantee address:

6401 Manor Haven Place

Pleasant Garden, NC 27313

VERIFIED & FILED

SEP 04 '97

INSTRUMENT #9783342
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
AUGUST 29, 1997 AT 10:16AM
\$5.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$2.50 LOCAL: \$2.50
CAROLYN H. HONEYCUTT, CLERK

By Carolyn H. Honeycutt DEPUTY CLERK

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

OLD PERMIT # 00-117-239 5/30/00

Health Department ID

05-117-054

Pl 196.00
Rec #
21923669
3-08-05

To Be Completed By The Applicant

Type of Sewage system: ☒ New ☐ Repair ☐ Expanded ☐ Conditional
FHA/VA yes ☐ no ☐ Case No. _____

Owner GEORGE + JANE JONES

Address 11400 HANCOCK BL.

Phone 336 874-6498

Agent * LUCIAN ANDREWS

Address 3041

Phone _____

DEEPWATER RD. DUGSPUR VA.

Directions of Property 221, ② ON ROAD FROM CREEK RD. CROSS AVE. DR. CABIN RD. DANDY

FAVORITE CREEK RD. ② ON DEEPWATER CROSS GRASS CREEK, 1 MI. ② IN CURVE.

Subdivision _____ Section _____ Block _____ Lot _____

Other Property Identification _____

Dimension/size of Lot/Property 5 ACRES

Other Application Information

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

II. Residential Use ☒ Yes ☐ No
Termite Treatment ☐ Yes ☐ No
☐ Single Family ☐ Multi-family
(Number of Bedrooms 1) (Number of Units _____)

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

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

If yes, give volumes and describe _____

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

Describe: WELL

V. Proposed Sewage Disposal Method:

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

Public Sewerage System

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

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.

Signature of Owner/Agent

Date



Carroll County Health Department
605-15 Pine St.
Hillsville, Virginia 24343
(276) 730-3180 Voice
(276) 730-3185 Fax

Private Well Construction Permit
Health Department ID Number: **05-117-054**

Owner / Agent Information

Owner: Gero & Jane Jones
6401 Manor Haven Rd.
Pleasant Garden, North Carolina 27313
Owner Phone: (336) 674-6498

Location Information

Property Address: Deep Water Rd.
Locality: Carroll County
Directions: 221, L on Ford Creek Rd., cross over Double Cabin Rd. onto Panther Creek Rd., R on Deep Water Rd. cross bridge, 1 mi L in curve.

General Information

Well Class: Class IIIC	Minimum Casing Depth: 20 feet	Minimum Grout Depth: 20 feet
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Comments:

No Class III private well shall be placed closer than 50 feet from a building foundation that has been chemically treated with any termiticide or other pesticide. No termiticide or other pesticides shall be applied within 5 feet of an open water supply tr
Permit not to scale.

Upon completion of the construction of the permitted well, a well completion statement and the results of a satisfactory bacteriological water sample MUST be submitted by the owner or his agent before a record of inspection for regulatory compliance will

Well driller should contact local health department prior to grouting and any deviations from the permit become necessary.

This permit is issued based upon a site evaluation conducted by Lawrence S Petrie, EHS on March 10, 2005.

See following page for Construction Drawing.

Notice: The Virginia Department of Health may revoke or modify this permit if, at a later date, it finds the conditions that formed the basis for issuing the permit do not substantially comply with the *Private Well Regulations*, 12 VAC 5-630-10 et seq., or if the well would threaten public health or the environment.

Well Construction Permit -- Drawing

HD ID #: 05-117-054

Owner Information	
Geroge & Jane Jones 6401 Manor Haven Rd. Pleasant Garden, North Carolina 27313	Phone: (336) 674-6498
Construction Drawing	
Scale drawing of the well site and related features. see 00-117-239 renewal	

Show the property lines, all existing and proposed structures, existing and proposed sewage systems and water supplies, slope, and any topographic features which may impact the design of the well.



Issued by: Lawrence S Petrie

March 10, 2005
Issue Date

September 10, 2006
Expiration Date

Water Supply and/or Sewage Disposal System Construction Permit

Commonwealth of Virginia
Department of Health

Health Department
Identification Number 00-117-239
Map Reference _____

CARROLL 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 GEORGE & VANE JONES Telephone _____
Address 401 MANIA HAVEN BL PLEASANT GARDEN NC 29313 For a Type I Sewage Disposal System or Well to be constructed on/at _____
Subdivision _____ Section/Block _____ Lot _____ Actual or estimated water use 1300 gpd

DESIGN	NOTE: SEWAGE DISPOSAL SYSTEM INSPECTION RESULTS
Water supply, existing: (describe) _____ To be installed: class <u>10"</u> cased <u>70'</u> grouted <u>70'</u>	Water supply location: Satisfactory yes <input checked="" type="checkbox"/> no <input type="checkbox"/> comments _____ Completion Report _____ G. W. 2 Received: yes <input type="checkbox"/> no <input type="checkbox"/> not applicable <input type="checkbox"/>
Building sewer: <u>3" x 4"</u> I.D. PVC Schedule 40, or equivalent. Slope 1.25" per 10' (minimum). <input type="checkbox"/> Other _____	Building sewer: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Septic tank: Capacity <u>100'</u> gals. (minimum). <input type="checkbox"/> Other _____	Pretreatment unit: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Inlet-outlet structure: PVC Schedule 40, 4" tees or equivalent. <input type="checkbox"/> Other _____	Inlet-outlet structure: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Pump and pump station: No <input type="checkbox"/> Yes <input type="checkbox"/> describe and show design. if yes: _____	Pump & pump station: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Gravity mains: 3" or larger I.D., minimum 6" fall per 100', 1500 lb. crush strength or equivalent. <input type="checkbox"/> Other _____	Conveyance method: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Distribution box: Precast concrete with <u>8</u> ports. <input type="checkbox"/> Other _____	Distribution box: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Header lines: Material: 4" I.D. 1500 lb. crush strength plastic or equivalent from distribution box to 2' into absorption trench. Slope 2" minimum. <input type="checkbox"/> Other _____	Header lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Percolation lines: Gravity 4" plastic 1000 lb. per foot bearing load or equivalent, slope 2" 4" (min. max.) per 100'. <input type="checkbox"/> Other _____	Percolation lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory
Absorption trenches: Square ft. required <u>540</u> ; depth from ground surface to bottom of trench <u>24"</u> ; aggregate size <u>4" - 1/4"</u> ; Trench bottom slope <u>7-4" in 100'</u> ; center to center spacing <u>9'</u> ; trench width <u>3'</u> ; Depth of aggregate <u>12"</u> ; Trench length <u>90'</u> ; Number of trenches <u>2</u>	Absorption trenches: yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ Satisfactory Date _____ Inspected and approved by: _____ Sanitarian

RENEWAL 05-117-054

TEST HOLES = 1, 2, & 3 ---PAGE 3 OF 3 --- HD ID # 00-117-239

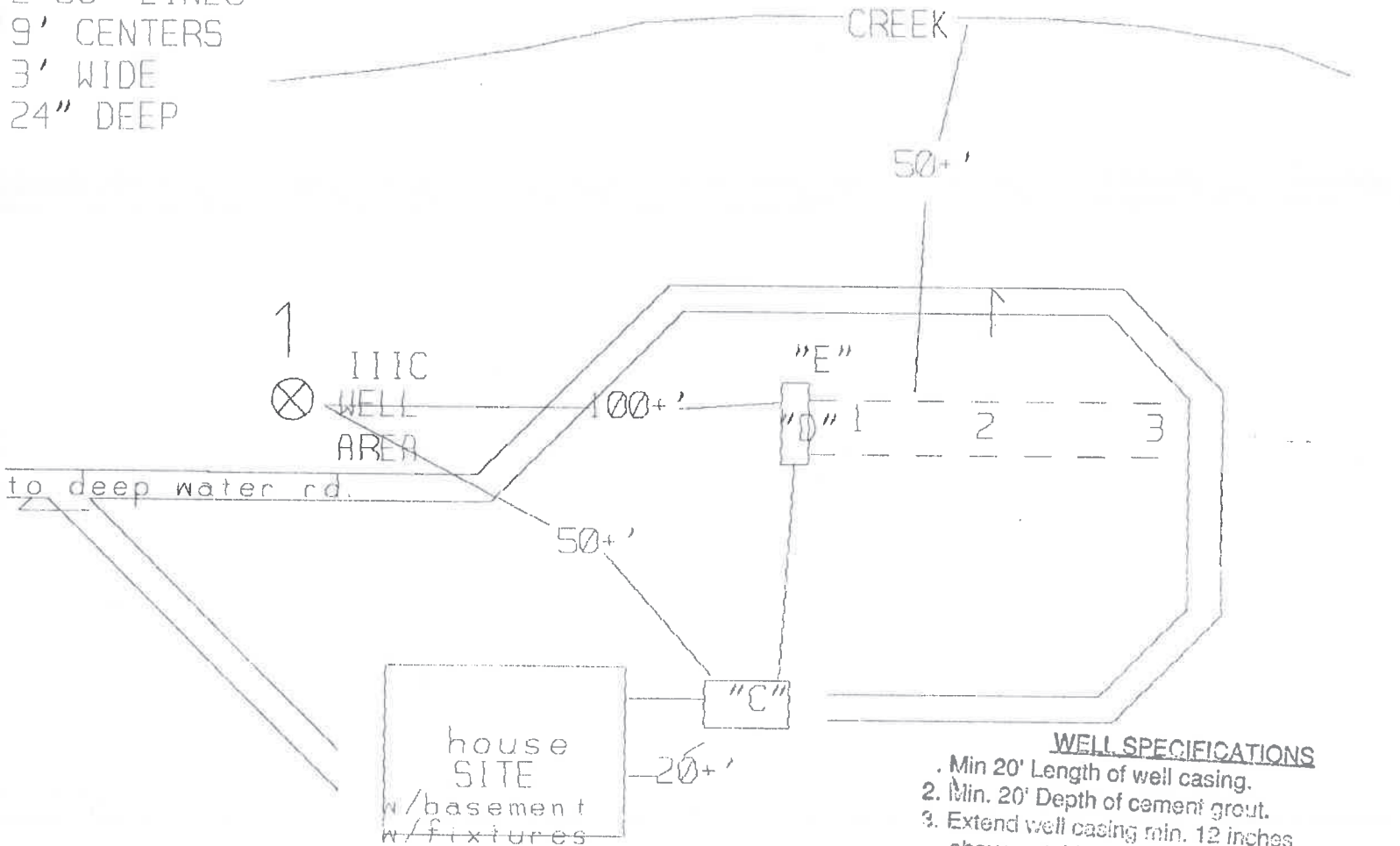
DATE 06/06/00 ISSUED BY: [Signature] S. PETRIE

DATE 6/7/00 REVIEWED BY: [Signature]

NOT DRAWN TO SCALE

*** FLAGS PLACED ON BUILDING SITE; BLUE = WELL, YELLOW = TANK & RED = UPPER LINE.***

2-90' LINES
9' CENTERS
3' WIDE
24" DEEP



WELL SPECIFICATIONS

1. Min 20' Length of well casing.
2. Min. 20' Depth of cement grout.
3. Extend well casing min. 12 inches above outside ground surface.
4. Enclosed GW-2 Well Form to be completed by well driller & returned to health dept.
5. Satisfactory water sample required.

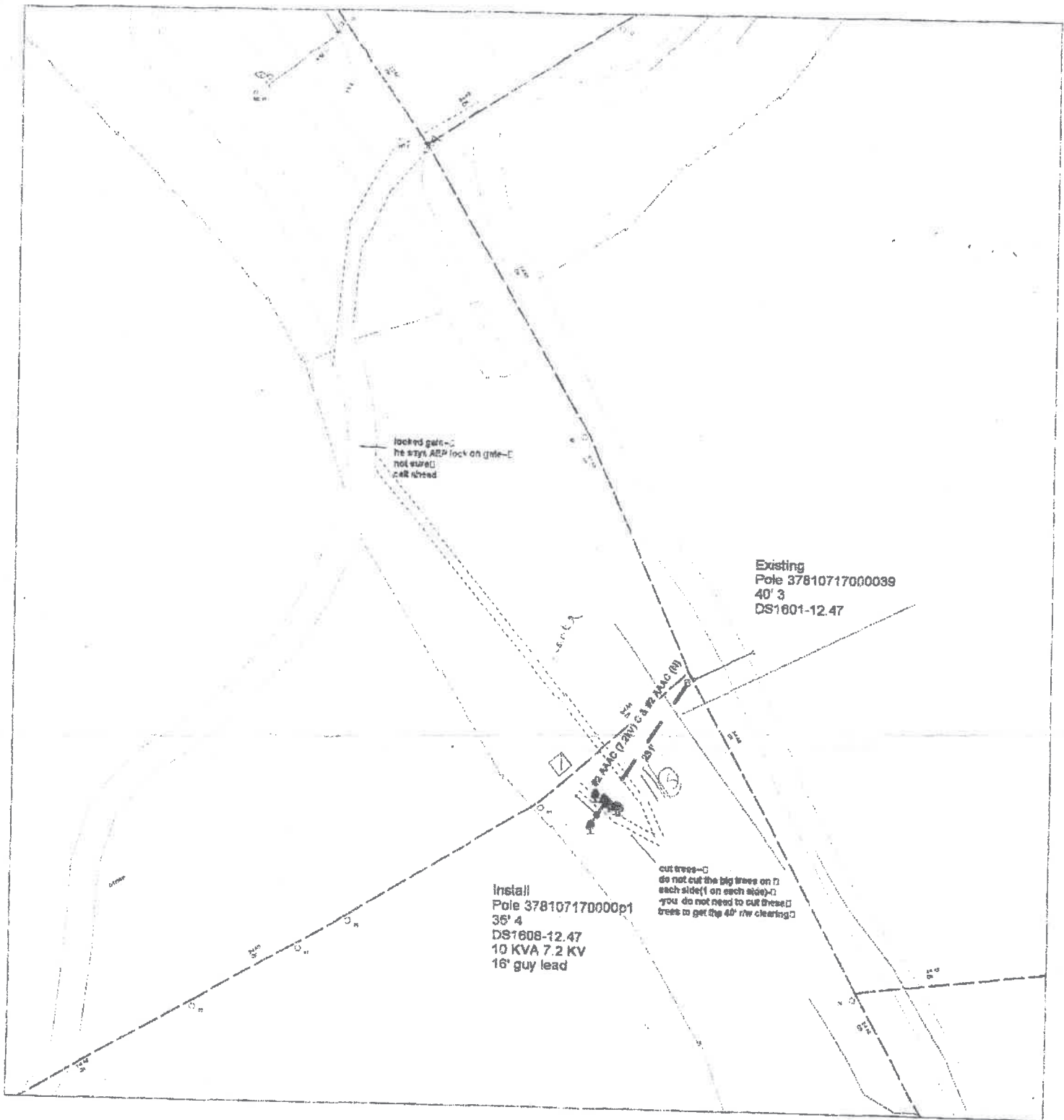
DO NOT DRIVE OVER DRAINFIELD!!!!!!

AC= /AD= /AE= /BC= /BD= /BE=

Upon completion of the construction of the permitted well, a well completion statement and the results of a satisfactory bacteriological water sample MUST be submitted before a record of inspection for regulatory compliance will be issued.

No Class III private well shall be placed closer than 50 feet from a building foundation that has been chemically treated with any termiticide or other pesticide.

No termiticides or other pesticides shall be applied within 5 feet of an open water supply trench.



An LD-Pro® Worksketch

Job Name: George Jones		Bucket Truck?: Y	
Location: 3041 Deepwater Road, Dugspur, Va.		Truck to Site?: Y	
Co: 140	Work Order: 068482	4 WD?: N	
OPS Order: 000000000		Sta/Circuit Name: Pipers Gap/North	
JU Proposal(s):		Sta/Circuit Number: 6235/02	
R/W#:		Voltage: 7.2	
		Phases:	
		Date: 07/24/2002	Print #:
		Drawn By: kswillis	County: Carroll
			Map: Hillsville.gst
			Quad: 37810717000000
			Scale: 1" = 200'
			Page: 1 of 1

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **June 29th, 2023**, between **George F. Jones and Jane C. Jones**, 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 Carroll, Virginia, and described as:

2. Legal Description –

Tax ID #12-A-32A; Deed Book 516, Page 56; PC1 Slide 278PG 5; Consisting of +/- 5 acres and improvements; Pine Creek Magisterial District

More Commonly Known As – 3041 Deepwater Rd., Dugspur, VA 24325

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 **\$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 **August 14th, 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 2005 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.

George F. Jones (Seller) 06/29/2023

Jane C. Jones (Seller) 06/29/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 06/29/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature) 06/29/2023

Seller's Initials _____

Purchaser's Initials _____



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



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55-517 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 statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES webpage (http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/) 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 (http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/). 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:

- (a) 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 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, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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/>.
- (f) 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.
- (g) The owner makes no representations with respect to the presence of any stormwater detention facilities located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any stormwater detention facilities 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 that contract.
- (h) 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.
- (i) The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
- (j) 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) review of any map depicting special flood hazard areas, and (iii) 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.
- (k) 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
- (l) 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.
- (m) 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.

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

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

<u>George F Jones</u>	<u>05/09/2023</u>	(Date)
<u>Jane C Jones</u>	<u>05/09/2023</u>	(Date)
_____	_____	(Date)
_____	_____	(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

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 provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/ 3041 Deepwater Rd, Dugspur, VA 24325
LEGAL DESCRIPTION: Tax Parcel 12-A-32A; Pine Creek Magisterial District

The purchaser is advised to consult the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** webpage (http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.

George F Jones
Owner
George F. Jones
05/09/2023
Date

Jane C Jones
Owner
Jane C. Jones
05/09/2023
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 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 § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Date

Purchaser

Date