



# 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** – Joe B. Clark, Ginger Clark, Yvonne H. Clark, Samuel K. Clark Jr., Christopher M Clark, & Ann K. Clark - Hutton

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, October 19<sup>th</sup> at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

### **OFFERING** –

**Legally described as:**

**Offering #1:** Tax Map # 070A-5-7; Tax Map # 070A-5-8; Tax Map # 070A-5-9; Consisting of +/- 7.07 AC; DB 942 PG 909; PB D 942 PG 911; DB 603 PG 590

**Offering #2:** Tax Map # 070-A-1; +/-11.95 AC; DB 476 PG 311; PB 86 PG 92

**More Commonly Known As:** Offering #1: TBD Glove Drive, Glade Spring, VA 24340

Offering #2: TBD Stagecoach Road, Glade Spring, VA 24340

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 19<sup>th</sup> at 3 PM (EST)**

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

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

## **Online Auction Terms & Conditions**

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

- 8) **Earnest Money Deposit:** A **\$10,000 per tract** 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, December 4<sup>th</sup>, 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](mailto:Gallimore.matt@gmail.com)

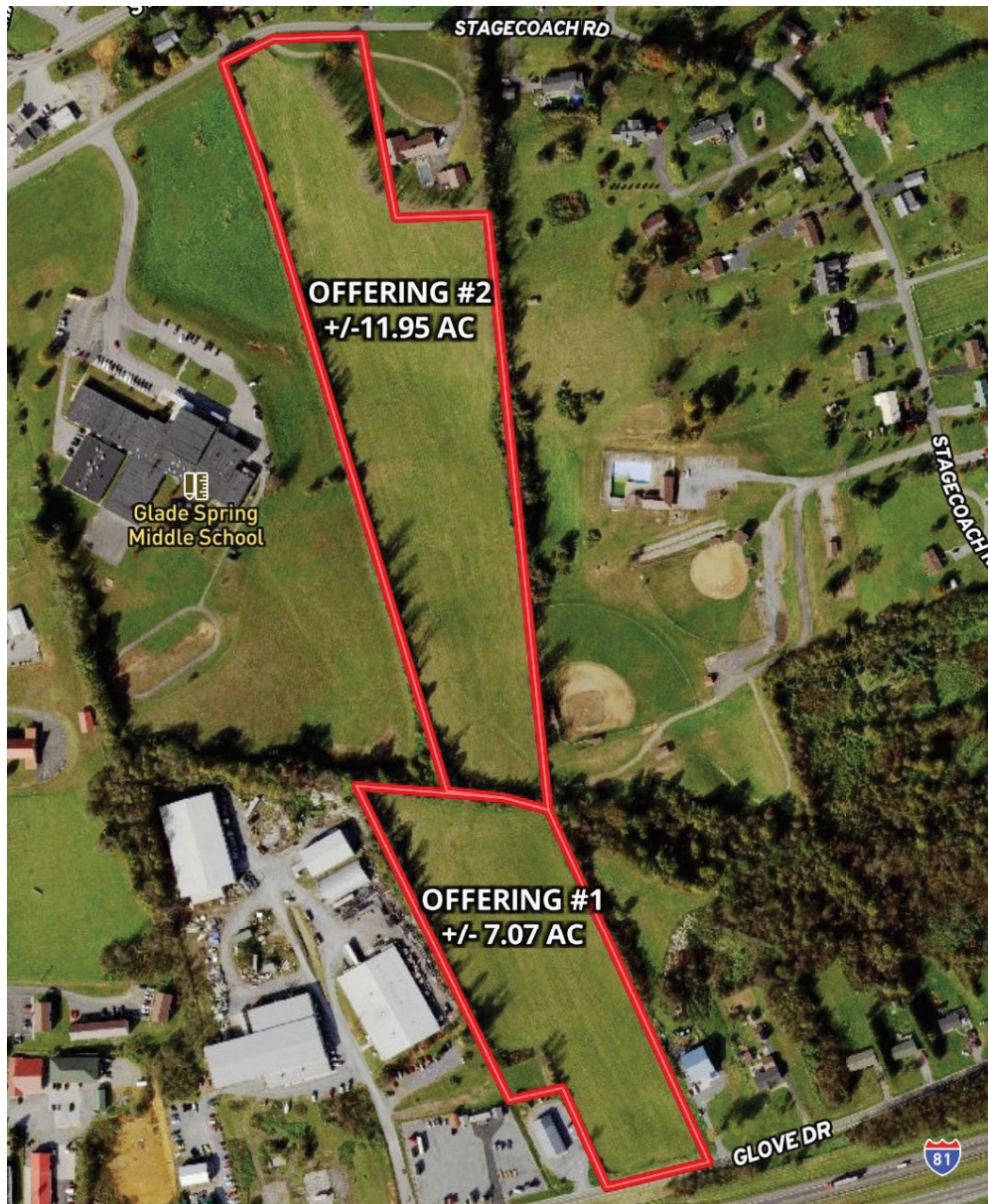
**Individual State License #'s**

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. \*\***

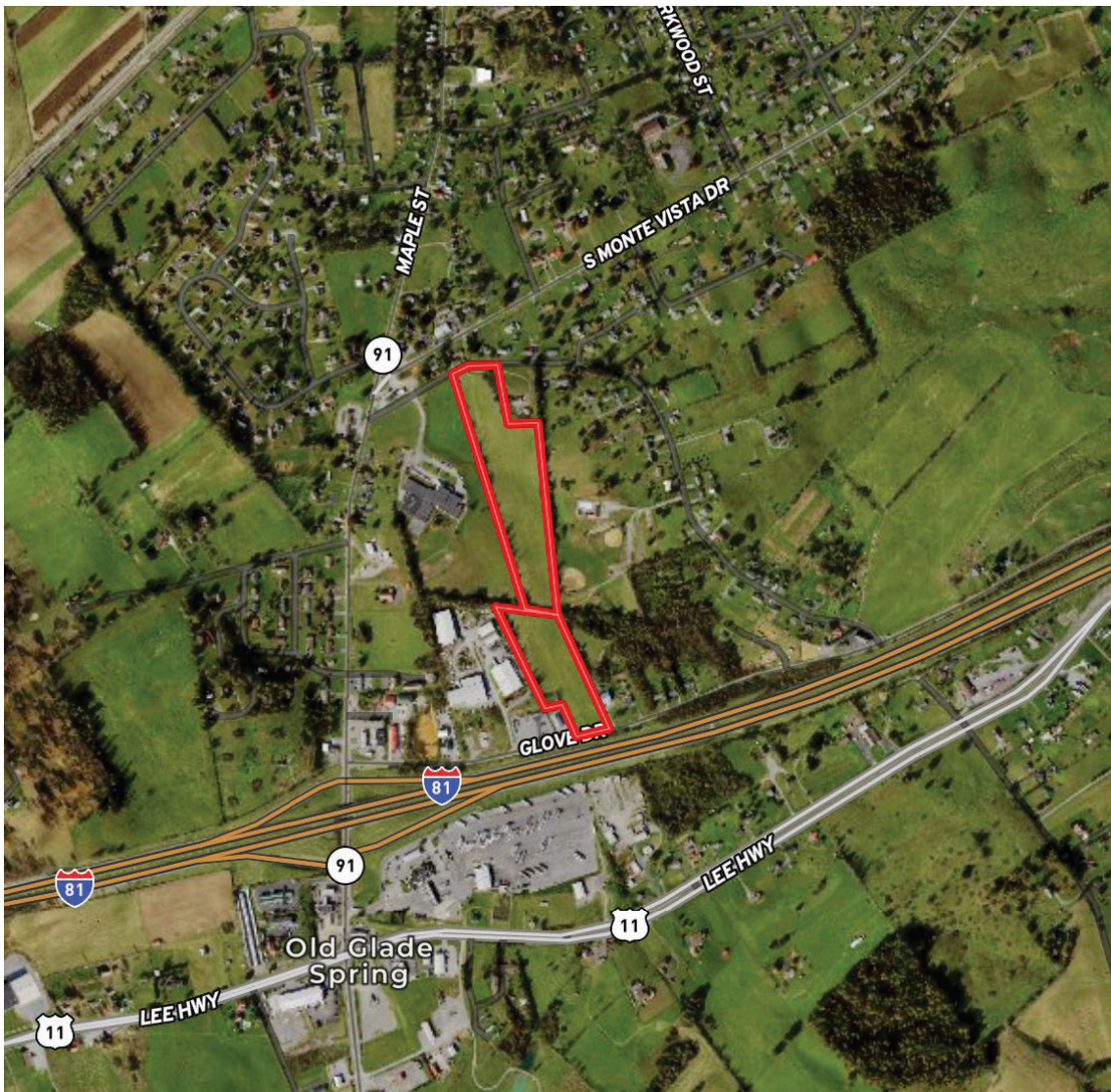




# Neighborhood

Offering #1: TBD Glove Dr.,  
Glade Spring, VA 24340

Offering #2: TBD Stagecoach Rd.,  
Glade Spring, VA 24340

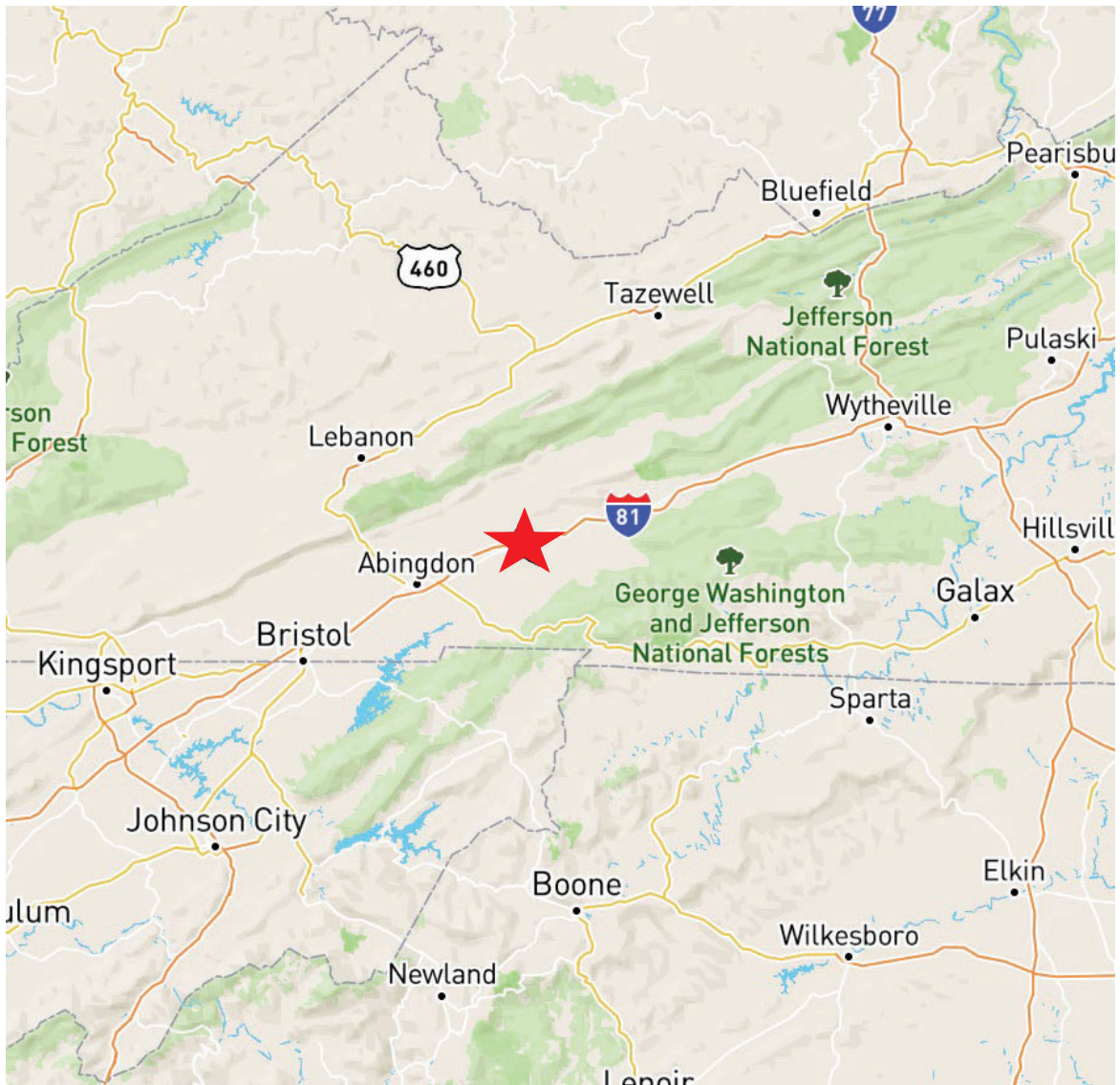




# Location

Offering #1: TBD Glove Dr.,  
Glade Spring, VA 24340

Offering #2: TBD Stagecoach Rd.,  
Glade Spring, VA 24340





Offering #1 Tax Cards

Washington County, VA

Last Updated: 01/01/2021  
Map # 070A 5 7  
Acreage 2.77  
Record # 26114  
Sale Price 0  
Grantor  
Prop. Desc. PT TR 7 MARY D KELLY FARM CLARK PROP ACR 2.77

Card 1

Land Card Created by NetGIS on 6/5/2023  
Owner CLARK JOE B & GINGER W  
911 Adr 0  
GPS pin 70A-5-7  
Sale Date 05/20/1996  
Magisterial District MONROE

Ratio



Occupancy	VACANT LAND	Interior Walls	Stories	0.00
RightofWay	PRIVATE	Flooring	Year Built	0
Pavement	DIRT	Total Rooms	Public Gas	N
Terrain	ON GRADE	Bed Rooms	Electric	0
Charact.	ROLLING/SLOPING	Bath Rooms	Foundation	N
WA Source	NONE	Heat	Ext. Walls	
Sewer	NONE	Fuel	Roof Type	
Zoning	0	Air Cond.	Roofing	
Use Class	2 -SINGLE FAMILY SUBURB			

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
HomeSite	1.0	20,000	H	0.00	20,000
Other	1.77	5,000		0.00	8,850

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate

Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value

Inst. Number	0-0
Deed Book	0942-909
User Codes	
Date Inspected	2062020
At Home	N
Initials	AGKB

Structural Element			
% Area	Area SF	Rate SF	
Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0
Bath Rooms	0 F/H 0	Plumbing Value	0
Air Cond.	No	Heating Value	0
FP	0 Stack 0 NV	A/C Value	0
-Gas Logs		Fireplace Value	0
Flu	0 Stack 0 Metal 0	Flu Value	0
Garage		Built In Garage	0
No Cars	0	Interior Improvements	0
		Total S/W/Landscape	
		Extra Kitchen Value	
		Total Structure Additions	0

Sub Total		0
Class	Factor	.00
Adj. Factor	0.00	Phys. Depr.
Condition		0.00
Year Built		Func. Depr.
Age	0	.00
		Econ. Depr.
		.00
		Fair Value
		N/A

Value Summary	Total Main Structure	0
Date of Value	1/1/2021	
NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp.	0
0.00	Land	28,900
		28,900
		Total Prop. Value
		28,900

Value History			
Year	Land Imprv.	Total	Reason
2021	28,900	28,900	REVALUED-GENERAL REASS.
	0		
2016	28,900	28,900	GENERAL REASSESSMENT
	0		
2016	28,900	28,900	GENERAL REASSESSMENT
	0		



Remarks GOOD POTENTIAL

Other Desc.



# Washington County, VA

## Overflow Page

Map # 070A 5 7  
Acreage 2.77  
Record # 26114  
Sale Price 0  
Grantor  
Card# 1

Owner CLARK JOE B & GINGER W  
911 Adr 0  
GPS pin 70A-5-7  
Sale Date 05/20/1996

Ratio

### Land

<u>Land Description</u>	<u>Unit Size</u>	<u>Unit Value</u>	<u>Unit Method</u>	<u>Unit Adj</u>	<u>Unit Total</u>
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### Improvements

<u>Unit Improvement</u>	<u>Unit Length</u>	<u>Unit Width</u>	<u>Unit Cond</u>	<u>Unit Rate</u>	<u>Unit Deprc</u>	<u>Unit Rate</u>
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### Building

<u>Building Desc.</u>	<u>Story</u>	<u>Size</u>	<u>Class</u>	<u>Factor</u>	<u>Rate</u>	<u>Deprec.</u>	<u>Value</u>
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### Permits

<u>Year</u>	<u>Permit#</u>	<u>Type</u>	<u>Job Value</u>	<u>Remarks</u>
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### Sales History

<u>Name</u>	<u>Sales Price</u>	<u>Year Sold</u>
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Last Updated: 01/01/2021

## Washington County, VA

Land Card Created by NetGIS on 6/5/2023

Map # 070A 5 8

Acreage 2.20

Record # 26115

Sale Price 0

Grantor

Prop. Desc. TR 8 MARY D KELLY FARM MAP 1 ACR 2.2

Card 1

Owner CLARK SAMUEL K SR ESTATE

911 Adr 0

GPS pin 70A-5-8

Sale Date 01/01/1979

Magisterial District MONROE

Ratio



Occupancy	VACANT LAND	Interior Walls	Stories	0.00
RightofWay	PUBLIC	Flooring	Year Built	0
Pavement	PAVED	Total Rooms	Public Gas	N
Terrain	ON GRADE	Bed Rooms	Electric	0
Charact.	ROLLING/SLOPING	Bath Rooms	Foundation	N
WA Source	NONE	Heat	Ext. Walls	
Sewer	NONE	Fuel	Roof Type	
Zoning	0	Air Cond.	Roofing	
Use Class	2 -SINGLE FAMILY SUBURB			

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
HomeSite	1	45,000	H	0.00	45,000
Other	1.2	5,000		0.00	6,000

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate

Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value

Structural Element			
% Area	Area SF	Rate SF	
Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0

Bath Rooms	0	F/H	0	Plumbing Value	0
Air Cond.	No			Heating Value	0
FP	0	Stack	0	A/C Value	0
		NV		Fireplace Value	0
-Gas Logs				Flu Value	0
Flu	0	Stack	0	Built In Garage	0
		Metal	0	Interior Improvements	0
Garage				Total S/W/Landscape	
No Cars	0			Extra Kitchen Value	
				Total Structure Additions	0

Sub Total				0
Class		Factor	.00	0
Adj. Factor	0.00	Phys. Depr.	0.00	0
Condition		Func. Depr.	.00	0
Year Built		Econ. Depr.	.00	0
Age	0	Fair Value		N/A

Value Summary	Total Main Structure	0
Date of Value	1/1/2021	
NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp. 0	Total Imp. Value 0
0.00	Land 51,000	Total Land Value 51,000
	51,000	Total Prop. Value 51,000

Value History			
Year	Land Imprv.	Total	Reason
2021	51,000	51,000	REVALUED-GENERAL REASS.
	0		
2018	51,000	51,000	GENERAL REASSESSMENT
	0		
2016	51,000	51,000	GENERAL REASSESSMENT
	0		

Remarks GOOD POTENTIAL

Other Desc.



Washington County, VA

Overflow Page

Map # 070A 5 8

Acreage 2.20

Record # 26115

Sale Price 0

Grantor

Owner CLARK SAMUEL K SR ESTATE

911 Adr 0

GPS pin 70A-5-8

Sale Date 01/01/1979

Ratio

Card# 1

Land

<u>Land Description</u>	<u>Unit Size</u>	<u>Unit Value</u>	<u>Unit Method</u>	<u>Unit Adj</u>	<u>Unit Total</u>
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Improvements

<u>Unit Improvement</u>	<u>Unit Length</u>	<u>Unit Width</u>	<u>Unit Cond</u>	<u>Unit Rate</u>	<u>Unit Deprc</u>	<u>Unit Rate</u>
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Building

<u>Building Desc.</u>	<u>Story</u>	<u>Size</u>	<u>Class</u>	<u>Factor</u>	<u>Rate</u>	<u>Deprec.</u>	<u>Value</u>
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Permits

<u>Year</u>	<u>Permit#</u>	<u>Type</u>	<u>Job Value</u>	<u>Remarks</u>
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Sales History

<u>Name</u>	<u>Sales Price</u>	<u>Year Sold</u>
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Last Updated: 01/01/2021

# Washington County, VA

Land Card Created by NetGIS on 6/5/2023

Map # 070A 5 9

Acres 2.10

Record # 26116

Sale Price 0

Grantor

Prop. Desc. TR 9 MARY D KELLY FARM MAP 1 ACR 2.099

Card 1

Owner CLARK SAMUEL K SR ESTATE

911 Adr 0

GPS pin 70A-5-9

Sale Date 01/01/1979

Magisterial District MONROE

Ratio



Occupancy	VACANT LAND	Interior Walls	Stories	0.00
RightofWay	PUBLIC	Flooring	Year Built	0
Pavement	PAVED	Total Rooms	Public Gas	N
Terrain	ON GRADE	Bed Rooms	Electric	N
Charact.	ROLLING/SLOPING	Bath Rooms	Foundation	
WA Source	NONE	Heat	Ext. Walls	
Sewer	NONE	Fuel	Roof Type	
Zoning	0	Air Cond.	Roofing	
Use Class	2 -SINGLE FAMILY SUBURB			

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
HomeSite	1	45,000	H	0.00	45,000
Other	1.10	5,000		0.00	5,500

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate
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Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value
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Structural Element			
% Area	Area SF	Rate SF	
Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0

Bath Rooms	0	F/H	0	Plumbing Value	0
Air Cond.	No			Heating Value	0
FP	0	Stack	0	A/C Value	0
		NV		Fireplace Value	0
-Gas Logs				Flu Value	0
Flu	0	Stack	0	Built In Garage	0
		Metal	0	Interior Improvements	0
Garage				Total S/W/Landscape	
No Cars	0			Extra Kitchen Value	
				Total Structure Additions	0

Sub Total				0
Class		Factor	.00	0
Adj. Factor	0.00	Phys. Depr.	0.00	0
Condition		Func. Depr.	.00	0
Year Built		Econ. Depr.	.00	0
Age	0	Fair Value		N/A

Value Summary	Total Main Structure	0
Date of Value	1/1/2021	
NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp. 0	Total Imp. Value 0
0.00	Land 50,500	Total Land Value 50,500
	50,500	Total Prop. Value 50,500

Value History			
Year	Land Imprv.	Total	Reason
2021	50,500	50,500	REVALUED-GENERAL REASS.
	0		
2018	50,500	50,500	GENERAL REASSESSMENT
	0		
2016	50,500	50,500	GENERAL REASSESSMENT
	0		

Inst. Number

0-0

Deed Book

603-590

User Codes

Date Inspected

2062020

At Home

N

Initials

AGKB

Remarks GOOD POTENTIAL

Other Desc.



Washington County, VA

Overflow Page

Map # 070A 5 9  
Acreage 2.10  
Record # 26116  
Sale Price 0  
Grantor  
Card# 1

Owner CLARK SAMUEL K SR ESTATE  
911 Adr 0  
GPS pin 70A-5-9  
Sale Date 01/01/1979  
Ratio

Land

Land Description      Unit Size      Unit Value      Unit Method      Unit Adj      Unit Total

Improvements

Unit Improvement      Unit Length      Unit Width      Unit Cond      Unit Rate      Unit Deprc      Unit Rate

Building

Building Desc.      Story      Size      Class      Factor      Rate      Deprec.      Value

Permits

Year      Permit#      Type      Job Value      Remarks

Sales History

Name      Sales Price      Year Sold

# Offering # 2 Tax Card

Last Updated: 09/09/2022

## Washington County, VA

Land Card Created by NetGIS on 6/5/2023

Map # 070 A 1  
 Acreage 11.744  
 Record # 26117 Card 1  
 Sale Price 0  
 Grantor HORIZON ACRES INCORPORATED  
 Prop. Desc. LOT 1 PT A TWO LOT DIV OF THE PROP OF SAMUEL K CLARK SR ESTATE ACR 11.744

Owner CLARK SAMUEL K SR ESTATE  
 911 Adr 0  
 GPS pin 70-A-1  
 Sale Date  
 Magisterial District MONROE

Ratio



Occupancy	VACANT LAND	Interior Walls	Stories	0.00
RightofWay	PUBLIC	Flooring	Year Built	0
Pavement	PAVED	Total Rooms	Public Gas	N
Terrain	ON GRADE	Bed Rooms	Electric	0
Charact.	ROLLING/SLOPING	Bath Rooms	Foundation	N
WA Source	NONE	Heat	Ext. Walls	
Sewer	NONE	Fuel	Roof Type	
Zoning	0	Air Cond.	Roofing	
Use Class	2 -SINGLE FAMILY SUBURB			

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj	Unit Total
Other	10.744	5,000		0.00	53,720
HomeSite	1.0	25,000	H	0.00	25,000

Unit Improvement	Unit Length	Unit Width	Unit Cond	Unit Rate	Unit Deprec	Unit Rate
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Building Desc.	Story	Size	Class	Factor	Rate	Deprec.	Value
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Structural Element			
% Area	Area SF	Rate SF	
Building	0.0 @	0.00	0
Basement	@		0
Fin. Bsmnt.	0 @	0.00	0

Bath Rooms	0	F/H	0	Plumbing Value	0
Air Cond.	No			Heating Value	0
FP	0	Stack	0	A/C Value	0
-Gas Logs		NV		Fireplace Value	0
Flu	0	Stack	0	Flu Value	0
Garage		Metal	0	Built In Garage	0
No Cars	0			Interior Improvements	0
				Total S/W/Landscape	
				Extra Kitchen Value	
				Total Structure Additions	0

Sub Total				0
Class		Factor	.00	0
Adj. Factor	0.00	Phys. Depr.	0.00	0
Condition		Func. Depr.	.00	0
Year Built		Econ. Depr.	.00	0
Age	0	Fair Value		N/A

Value Summary	Total Main Structure	0
Date of Value	9/9/2022	
NbrHood Adj	0.00	0
Perc. Comp.	0.00	0
L/S Adj	N/A	0
Total Other Imp.		0

% Chg	Previous Values	Current Values
100.00	Imp. 0	Total Imp. Value 0
-0.01	Land 79,800	Total Land Value 78,700
	79,800	Total Prop. Value 78,700

Value History			
Year	Land Imprv.	Total	Reason
2022	78,700	78,700	2.006A TO 052A4-A-35 22
2022	79,800	79,800	REVALUED-GENERAL REASS.
2018	79,800	79,800	GENERAL REASSESSMENT

Inst. Number

0-0

Deed Book

0476-311

User Codes

Date Inspected

2062020

At Home

N

Initials

AGKB

Remarks

Other Desc.



# Washington County, VA

## Overflow Page

Map # 070 A 1  
Acreage 11.744  
Record # 26117 Card# 1  
Sale Price 0  
Grantor HORIZON ACRES INCORPORATED

Owner CLARK SAMUEL K SR ESTATE  
911 Adr 0  
GPS pin 70-A-1  
Sale Date  
Ratio

### Land

<u>Land Description</u>	<u>Unit Size</u>	<u>Unit Value</u>	<u>Unit Method</u>	<u>Unit Adj</u>	<u>Unit Total</u>
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### Improvements

<u>Unit Improvement</u>	<u>Unit Length</u>	<u>Unit Width</u>	<u>Unit Cond</u>	<u>Unit Rate</u>	<u>Unit Deprc</u>	<u>Unit Rate</u>
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### Building

<u>Building Desc.</u>	<u>Story</u>	<u>Size</u>	<u>Class</u>	<u>Factor</u>	<u>Rate</u>	<u>Deprec.</u>	<u>Value</u>
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### Permits

<u>Year</u>	<u>Permit#</u>	<u>Type</u>	<u>Job Value</u>	<u>Remarks</u>
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### Sales History

<u>Name</u>	<u>Sales Price</u>	<u>Year Sold</u>
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THIS DEED, made and entered into this the 7th day of February, 1979, by and between JOYCE H. HENDERSON, widow, party of the first part, and SAMUEL K. CLARK, SR. and JOAN B. CLARK, husband and wife, parties of the second part;

- W I T N E S S E T H -

456134  
That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby grant, transfer and convey unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, with covenants of general warranty and with English Covenants of title, those three (3) certain lots or parcels of land, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, and designated as:

LOTS NOS. SEVEN (7), EIGHT (8)  
and NINE (9)

on plat made by E. C. Holmes, C.L.S., dated 4-6-72, designated "Map No. 1 of the Mary D. Kelly Farm", which said plat is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Plat Book 14, page 72, to which plat so of record reference is here made for a more particular description of the real estate hereby conveyed.

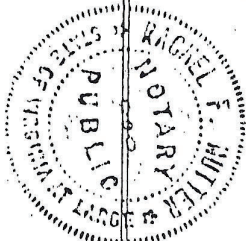
Being the same land conveyed to B. W. Henderson and Joyce H. Henderson, husband and wife, as tenants by the entirety with the right of survivorship as at common law, by Nancy K. Barrow, et al, by deed dated the 20th day of May, 1972 and of record in the abovesaid Clerk's Office in Deed Book 488. at

B. W. Henderson departed this life on the 16th day of June, 1976 and the abovesaid property became the property of Joyce H. Henderson.

This conveyance is made subject to all easements, conditions, restrictions and rights of way of record affecting the property herein conveyed.

The 1979 real estate taxes on the property herein conveyed shall be paid by the parties of the second part.

WITNESS the following signature and seal:



Joyce H. Henderson (SEAL)  
Joyce H. Henderson

STATE OF VIRGINIA,  
COUNTY OF Smith, to-wit:

The foregoing deed was acknowledged before me this 13<sup>th</sup> day of February, 1979 by Joyce H. Henderson, widow.

Rachel F. Miller  
Notary Public  
Whose commission expires April 20, 1980

Virginia: County of Washington, to-wit:

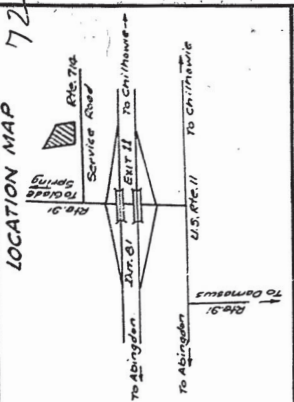
In the Clerk's Office of the Circuit Court of the County and State aforesaid, the 13 day of February, 1979 at 3:35 o'clock P.M., the foregoing writing was presented and admitted to record, and together with the certificate of acknowledgement recorded. "Taxes imposed by S 58-54.1 of the Code have been paid. \$ 35.00."

Tests: Q. Q. Watson Clerk

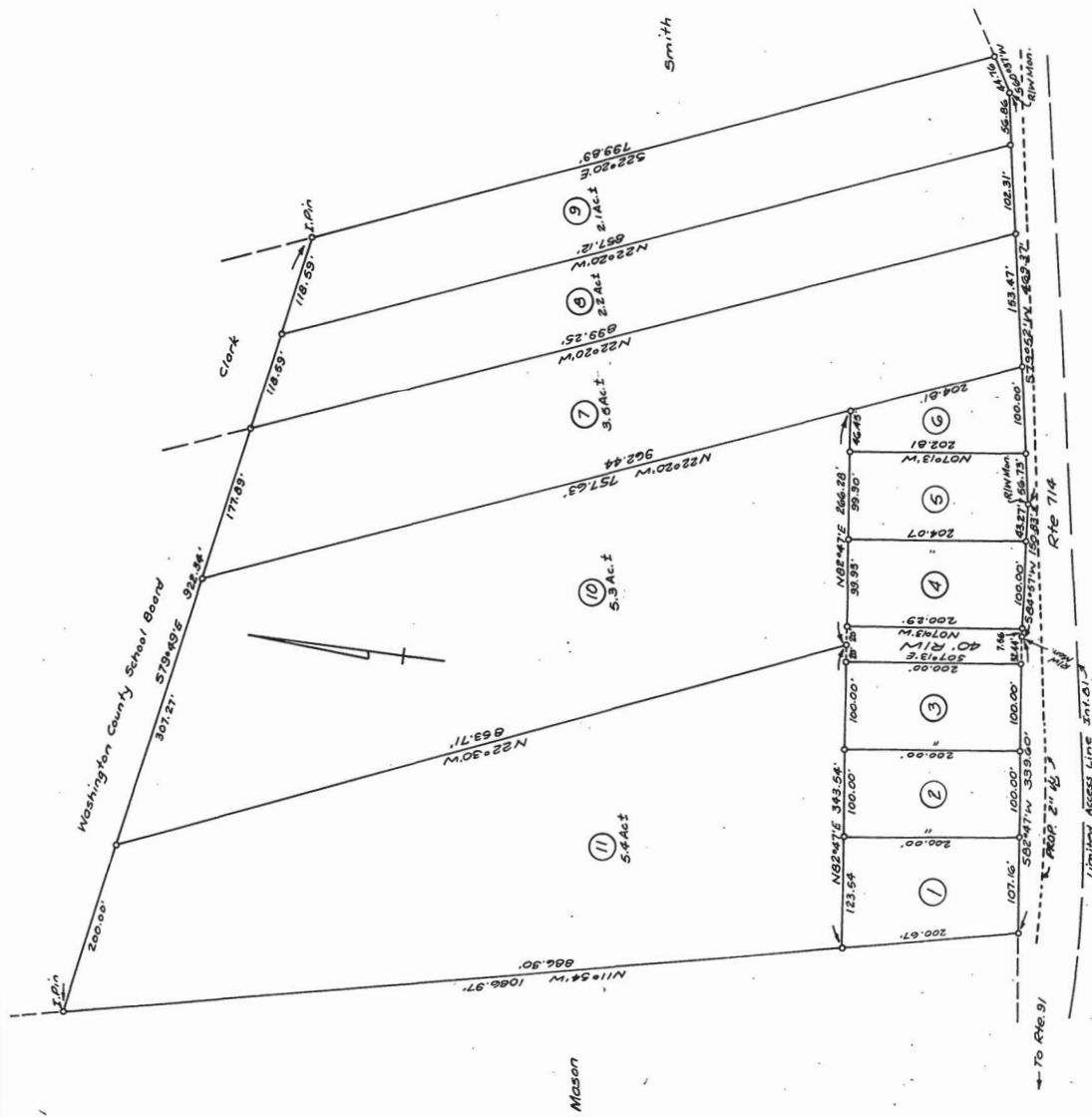
**CERTIFICATE OF APPROVAL**  
This subdivision known as  
**MARY D. KELLY FARM NO. 1**  
is approved by the undersigned in  
accordance with existing subdivision  
regulations and may be submitted to record.  
DATE 5-11-72  
C. J. McClellan  
HIGHWAY ENGINEER  
DATE 5/16/72  
W. L. Gentry, Jr.  
HEALTH OFFICER  
DATE 5/19/72  
Donald J. Gentry  
AGENT OF GOVERNING BODY  
DATE 5-15-72  
Robert D. Gentry  
OWNER

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
I (we) hereby certify that I (we) (we are) the  
owner(s) of the property shown and de-  
scribed hereon and that I (we) hereby adopt  
this plan of subdivision with my (our) free  
consent, establishing the minimum building  
restriction lines and dedicating all streets  
and other open spaces to public or private  
use as noted.  
DATE 5/19/72  
Mary D. Kelly  
DATE 5/19/72  
Harley K. Gentry  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

**CERTIFICATE OF ACCURACY**  
I hereby certify that the plan shown and de-  
scribed hereon is a true and correct survey  
to the accuracy required by the Washington  
County Planning Commission and that the  
monuments have been placed as shown hereon.  
4-6-72 E. C. Gentry CLS. No. 1081  
DATE SURVYOR



**SOURCE OF TITLE**  
This property was conveyed to  
Mary D. Kelly from James S.  
Kelly by a will dated Oct. 9, 1948  
recorded in Will Book 45 Page 9  
and by a deed from Nancy Kelly  
Barrow, George E. Barrow, Jr.,  
James S. Kelly Jr. and Kathleen  
Kelly dated Oct. 15, 1961 and  
recorded in Deed Book 157 Page 85.



VIRGINIA: In the Clerk's Office of Washington  
County, the 11th day of May, 1972  
This Map was delivered to the Clerk of the  
Circuit Court aforesaid and admitted to record.  
Teste: Katherine G. Mock  
Katherine G. Mock, Deputy Clerk

Map No. 1 of the  
**MARY D. KELLY FARM**  
Monroe Dist. Wash. Co. Va.  
Surveyed by: **Edward C. Holmes**  
April 11, 1972 CLS 1081

Scale  
100' 0 100'  
TOTAL ACRES 21.47





BOOK 942 PAGE 909

THIS DEED OF GIFT, made and entered into this the 14th day of May, 1996 by and between SAMUEL K. CLARK, SR. and JOAN B. CLARK, husband and wife, parties of the first part, and JOE BERRY CLARK and GINGER WALLACE CLARK, husband and wife, parties of the second part;

W I T N E S S E T H

That for and in consideration of the sum of ONE (\$1.00) DOLLAR, cash in hand paid, the receipt of all of which is hereby acknowledged, and the love and affection the parties of the first part have for the parties of the second part, their son and daughter-in-law, the parties of the first part have bargained and sold and do hereby grant, transfer and convey unto the parties of the second part, as tenants by the entirety with right of survivorship as at common law, with covenants of general warranty and with English Covenants of title, that certain tract or parcel of land lying and being in the Monroe Magisterial District of Washington County, Virginia containing 2.77 acres, more or less, according to a plat entitled "SHOWING PROPERTIES OF JOE BERRY CLARK, ET UX ALSO PART OF SAMUEL K. CLARK, SR., ET UX", prepared by Gale W. Maiden, LS # 1427, a copy of which is attached hereto and to which reference is made for a more accurate description of the property herein conveyed.

BEING a portion of the property conveyed to Samuel K. Clark, Sr., et ux, by Joyce H. Henderson, widow, by deed dated the 7th day of February, 1979 and of record in the Washington County Circuit Court Clerk's Office in Deed Book 603, at page 590.

This conveyance is made subject to all conditions, restrictions, easements, zoning ordinances and rights of way of record in the abovesaid Clerk's Office as they pertain to said property.

WITNESS the following signatures and seals:

Samuel K. Clark, Sr. (SEAL)  
Samuel K. Clark, Sr.  
Joan B. Clark (SEAL)  
Joan B. Clark

STATE OF VIRGINIA,

COUNTY OF WASHINGTON, to-wit:

The foregoing Deed was acknowledged before me this the  
16<sup>th</sup> day of May, 1996 by Samuel K. Clark, Sr. and Joan B.  
Clark, husband and wife

Suey S. Effi  
Notary Public  
Whose commission expires 1-31-98

ADDRESS OF GRANTEE:

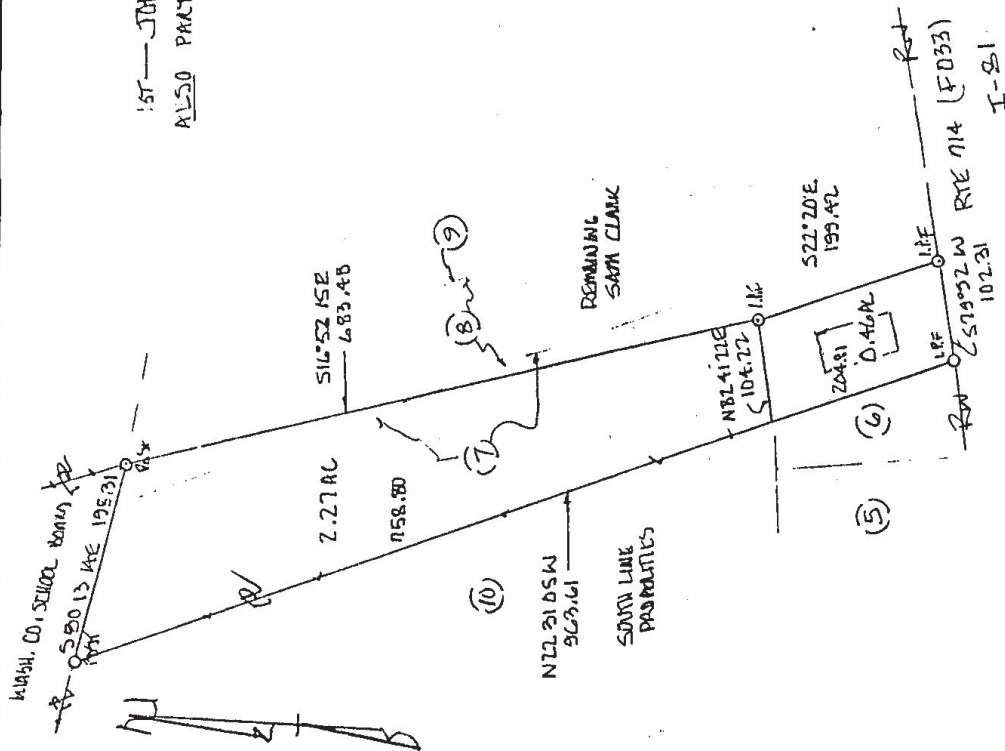
34059 Grove Dr.  
Glade Spring, VA 24340

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT  
COURT OF WASHINGTON COUNTY, 5-20  
1996. This deed was this day presented in said office and with  
certificate thereto annexed admitted to record at 8:45 o'clock  
A.M. after payment of tax imposed by Sec. 58.1-802

Deed No.  
2800

TESTE: KATHY P. CRANE, CLERK  
BY: Mary M. Gumbel  
Original Returned This Date To: Suey Johnson

PLAT  
 SHOWING PROPERTIES OF  
 BERRY CLARK ET AL (D-46)  
 OF SAMUEL K CLARK SR  
 SEEBORNE PL 72  
 MURDOE DISTRICT  
 WASHINGTON CO. VA



THIS DEED, made this the 20th day of September 1971, between Horizon Acres, Incorporated, party of the first part and Samuel K. Clark, Sr., and Joan Berry Clark, husband and wife, parties of the second part:

- : W I T N E S S E T H : -

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties of the first part hereby grant and convey, with covenants of general warranty and with English Covenants of title, unto the parties of the second part as tenants by the entirety in fee simple, with right of survivorship as at common law, the real estate described as:

All that tract of land situated partly in Monroe Magisterial District and partly in the Town of Glade Spring, Washington County, Virginia, described as follows:

BEGINNING at a point where the center line of State Highway No. 714 intersects with the east line of State Highway No. 91, thence N 62 E 735 feet along the center line of State Route No. 714, thence S 87 45 E along State Route No. 714 423 feet to the intersection of said road with the property of McNew, thence S 3 54 E along the line of McNew 1667 feet to the intersection with Kelly and Horne, thence 81 10 W along the line of Kelly 918 feet to an intersection with Mason, thence along the line of Mason and Painter N 10 W 1170 feet to the eastern line of State Route No. 91, thence N 14 45 E 65 feet to the point of BEGINNING; containing 35 acres, more or less; reference is made to map of P. L. Cole, C. L. S., dated April 20, 1961, recorded Washington County, Virginia, records in Deed Book 395, page 698, for a more particular description of the property hereby conveyed.

Being the same real estate conveyed to Horizon Acres, Incorporated, by Clark P. Douglass, divorced, by deed dated January 27, 1966, recorded Washington County, Virginia, records in Deed Book 409, page 205.

Less and excepting two parcels conveyed to the County School Board of Washington County, Virginia, by Horizon Acres, Incorporated, one by deed dated July 8, 1966, recorded afore-

87/6



Taxes for the year 1971 shall be pro-rated as of date of settlement.

This conveyance is subject to the conditions, restrictions and easements on said property, if any there be, to the extent that they are binding on the property hereby conveyed and on first parties.

IN WITNESS WHEREOF, Horizon Acres, Incorporated, has caused its corporate name to be signed hereunto by James R. Moore, its President, and its corporate seal to be hereunto affixed and attested by William M. Elliott, its Secretary.

HORIZON ACRES, INCORPORATED  
By James R. Moore  
President

Attest:

William M. Elliott  
Secretary

STATE OF VIRGINIA  
COUNTY OF WASHINGTON }

To-wit:

I, Edgar Thayer Grier, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that JAMES R. MOORE and WILLIAM M. ELLIOTT, whose names as President and Secretary, respectively, of Horizon Acres Incorporated, are signed to the foregoing deed, bearing date of September 20, 1971, have acknowledged the same before me in my County aforesaid.

My commission expires Jan. 24, 1973.

Given under my hand and seal of office this 24th day of January, 1973.



## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 19<sup>th</sup> 2023, between Joe B. Clark, Ginger Clark, Yvonne H. Clark, Samuel K. Clark Jr., Christopher M. Clark, & Ann K. Clark – Hutton 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 Washington, Virginia, and described as:

**Offering #1:** Tax Map # 070A-5-7; Tax Map # 070A-5-8; Tax Map # 070A-5-9; Consisting of +/- 7.07 AC; DB 943 PG 909; PB D 942 PG 911; DB 603 PG 590

**Offering #2:** Tax Map # 070-A-1; +/-11.95 AC; DB 476 PG 311; PB 86 PG 92

**Address: Offering #1: TBD Glove Drive, Glade Spring, VA 24340**

**Offering #2: TBD Stagecoach Road, Glade Spring, VA 24340**

- 2. 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.

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

- 4. Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before December 4<sup>th</sup>, 2023 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

**5. 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 not attached because property is vacant land and exempt.

(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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

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

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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

(f) **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.

## 6. 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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



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

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

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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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

\_\_\_\_\_  
Joe B. Clark 10/19/2023

\_\_\_\_\_  
Ginger Clark 10/19/2023

\_\_\_\_\_  
Yvonne H. Clark 10/19/2023

\_\_\_\_\_  
Samuel K. Clark Jr. 10/19/2023

\_\_\_\_\_  
Christopher M. Clark 10/19/2023

\_\_\_\_\_  
Ann K. Clark - Hutton 10/19/2023

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

10/19/2023

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

10/19/2023

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## DIVISION 10. - RESIDENTIAL, GENERAL, DISTRICT R-2

### Sec. 66-421. - Statement of intent.

The R-2 general residential district is composed of certain medium to high concentration of residential uses, ordinarily located between residential and commercial areas, plus certain open areas where similar development appears likely to occur. The regulations for the R-2 general residential district are designed to stabilize and protect the essential characteristics of the district; to promote and encourage, insofar as compatible with the intensity of land use, a suitable environment for family life composed of an adult population with some children; and to permit certain commercial uses of a character unlikely to develop general concentration of traffic, crowds of customers, and general outdoor advertising. To these ends retail activity in the R-2 general residential district is sharply limited, and this district is protected against encroachment of general commercial or industrial uses. All residential types of structures for both permanent and transient occupancy, including institutions, are permitted, plus structures for commercial uses conforming to the pattern of the district. The R-2 general residential district is not completely residential as it includes public and semipublic, institutional and other related uses. However, the R-2 general residential district is basically residential in character and, as such, should not be spotted with commercial and industrial uses.

(Code 1997, § 66-481)

### Sec. 66-422. - Permitted uses and accessory uses and structures.

(a) *Permitted uses.* In the R-2 district, structures to be erected or land to be used shall be for one or more of the following permitted uses:

- (1) Clubs and lodges.
- (2) Home occupations conducted by the occupant.
- (3) Parks and playgrounds.
- (4) Professional offices.
- (5) Schools and churches.
- (6) Single-family, two-family, and multifamily dwellings.
- (7) Tourist homes, roominghouses and boardinghouses.
- (8) Townhouses, if public water and public sewer systems are available.
- (9) Utilities and public services as follows:
  - a. Poles, overhead and underground lines, distribution transformers, meters, street lighting and related appurtenances necessary for the transmission and distribution of electric and telecommunication services, with the exception of telecommunication towers.
  - b. Telecommunication towers and antennas used exclusively by public or private schools or educational institutions for the receipt and transmission of data solely for educational purposes shall be permitted by right subject to compliance with the provisions of article X of this chapter.
  - c. Underground pipes and lines, manholes, pumping and booster stations, meters and related appurtenances necessary for the transmission and distribution of potable water, wastewater collection, and natural gas transmission and distribution.

(b) *Accessory uses and structures.* No accessory structure may be closer than five feet to any property line. The following accessory uses and structures are permitted in the R-2 district:

- (1) Church bulletin boards and identification signs.

- (2) Directional signs, business signs and home occupation signs.
- (3) Garages. However, garages or other accessory structures such as carports, porches and stoops attached to the main building shall be considered part of the main building.
- (4) Off-street parking as required in this chapter.

(Code 1997, § 66-482; Ord. No. 99-4, § 1(66-482), 6-8-1999; Ord. No. 2000-01, § 1(66-482), 4-11-2000)

Sec. 66-423. - Special exception uses.

In the R-2 district, the following uses or structures may be permitted only if approved for the issuance of a special exception as provided in this chapter:

- (1) Day care center, including a day care center as home occupation.
- (2) Electrical power substations and telecommunication switching facilities.
- (3) Fire department offices and facilities, emergency medical rescue squad offices and facilities, law enforcement offices and facilities and other governmental offices and facilities.
- (4) General hospitals.
- (5) Golf courses.
- (6) Horse barn as an accessory use, noncommercial, to an on-site residential dwelling with a minimum of five acres of land.
- (7) Rest homes and group homes.
- (8) Water and wastewater treatment plants.

(Code 1997, § 66-482; Ord. No. 99-4, § 1(66-482), 6-8-1999; Ord. No. 2000-01, § 1(66-482), 4-11-2000)

Sec. 66-424. - Area regulations.

The lot area for each permitted use in the R-2 district shall be as follows:

- (1) A minimum of one acre with no public water or sewer.
- (2) A minimum of 30,000 square feet with public water.
- (3) A minimum of 15,000 square feet with public sewer and water.

(Code 1997, § 66-483)

Sec. 66-425. - Setback regulations.

Structures in the R-2 district shall be located 35 feet or more from any street right-of-way that is 50 feet or greater in width or 60 feet or more from the centerline of any street right-of-way less than 50 feet in width, except that signs advertising sale or rent of premises may be erected up to the property line. This shall be known as the "setback line."

(Code 1997, § 66-484)

Sec. 66-426. - Frontage regulations.

For permitted uses in the R-2 district, the minimum lot width at the setback line shall be 80 feet, and for each additional permitted use there shall be at least ten feet of additional lot width at the setback line.

(Code 1997, § 66-485)

Sec. 66-427. - Yard regulations.

- (a) *Side.* The minimum side yard for each main structure in the R-2 district shall be ten feet, and the total width of the two required side yards shall be 25 feet or more.
- (b) *Rear.* Each main structure in the R-2 district shall have a rear yard of 25 feet or more.

(Code 1997, § 66-486)

Sec. 66-428. - Height regulations.

Buildings in the R-2 district may be erected up to 35 feet in height from grade, except that:

- (1) The height limit for dwellings may be increased up to ten feet and up to three stories, provided there are two side yards for each permitted use, each of which is ten feet or more plus one foot or more of side yard for each additional foot of building height over 35 feet.
- (2) A public or semipublic building such as a school, church, library or hospital may be erected to a height of 60 feet from grade, provided that required front, side and rear yards shall be increased one foot for each foot in height over 35 feet.
- (3) Church spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennas and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building on which the walls rest.
- (4) No accessory building which is within ten feet of any party lot line shall be more than one story high. All accessory buildings shall be less than the main building in height.

(Code 1997, § 66-487)

Sec. 66-429. - Special provisions for corner lots.

- (a) Of the two sides of a corner lot in the R-2 district, the front shall be deemed to be the shorter of the two sides fronting on streets.
- (b) The side yard on the side facing the side street in the R-2 district shall be 35 feet or more for both main and accessory buildings.
- (c) For subdivisions platted after December 31, 1971, each corner lot in the R-2 district shall have a minimum width at the setback line of 100 feet.
- (d) No sign, fence, wall, hedge, planting or other obstruction to vision, extending to a height in excess of three feet above the established street grade, shall be erected, planted or maintained in the R-2 district within the area of a corner lot that is included between the lines of the intersecting streets and a straight line connecting them at points 20 feet distant from the intersection of the street lines.

(Code 1997, § 66-488)

Secs. 66-430—66-445. - Reserved.

***DIVISION 12. BUSINESS, GENERAL, DISTRICT B-2<sup>1</sup>***

**Sec. 66-471. Statement of intent.**

Generally the B-2 general business district covers that portion of the community intended for the conduct of governmental, professional and general commercial (predominately retail) business to which the public requires direct and frequent access, but which is not generally characterized either by constant heavy trucking other than stocking and delivery of light retail goods or by any nuisance factors other than occasioned by incidental light and noise or congregation of people and passenger vehicles. Other uses of a predominately nonretail commercial character or those which may significantly contribute to nuisance factors may be permitted in the B-2 general business district by special exception on a case-by-case basis after evaluation of the relative impact of such uses or activities on the surrounding area and establishing mitigating conditions for such uses where deemed necessary.

(Code 1997, § 66-541; Ord. No. 98-8, § 1(66-541), 7-27-1998)

**Sec. 66-472. Permitted uses and accessory uses and structures.**

- (a) *Permitted uses.* In the B-2 general business district, structures to be erected or land to be used shall be for one or more of the following permitted uses:
- (1) A single dwelling unit appurtenant to and contained within a business, primarily intended for the use of the individual who is responsible for the operation or protection of the business. No such dwelling unit shall be permitted appurtenant to and contained within any use subject to special exception unless specifically provided for within the permit.
  - (2) Accounting, auditing and bookkeeping services.
  - (3) Advertising agencies.
  - (4) Apparel and accessory stores.
  - (5) Art dealers and galleries.
  - (6) Auctioneering services.
  - (7) Audio and video sales, services and rental stores.
  - (8) Automobile and motorcycle sales and service.
  - (9) Automotive repair garages and automotive fuel service stations, with or without convenience stores.
  - (10) Bail bonding.
  - (11) Bakeries and baked-goods shops.
  - (12) Banks and savings and loan associations, and establishments performing functions closely related to banking, including, but not limited to, credit unions, finance companies and security brokers.

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<sup>1</sup>Cross reference(s)—Businesses, ch. 18.

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- (13) Beauty shops and barbershops.
  - (14) Blueprinting and photocopying services.
  - (15) Boat, watercraft and recreational vehicle and trailer sales and services.
  - (16) Bookstores.
  - (17) Building and construction contractor's office.
  - (18) Business office supply stores.
  - (19) Camera and photographic supply stores.
  - (20) Churches.
  - (21) Cigar and tobacco stores.
  - (22) Civic, social and fraternal organizations.
  - (23) Cleaning and maintenance services to dwellings and other buildings, including, but not limited to, janitorial services and general repair work.
  - (24) Clothing and costume rental stores.
  - (25) Coin shops.
  - (26) Computer and data processing services.
  - (27) Dance studios and schools.
  - (28) Day care centers.
  - (29) Drafting service.
  - (30) Drugstores and pharmacies.
  - (31) Electrical repair shops.
  - (32) Employment agencies.
  - (33) Engineering, architectural and surveying services.
  - (34) Equipment sales, rental, repair and services.
  - (35) Farm equipment sales, rental, repair and services, including motorized farm vehicles and implements.
  - (36) Florist, including commercial greenhouses.
  - (37) Funeral homes.
  - (38) Furniture, home furnishings and household appliance stores.
  - (39) General merchandise stores, including, but not limited to, department and variety stores, grocery and food stores.
  - (40) Gift, novelty and souvenir shops.
  - (41) Government owned and operated establishments, including, but not limited to, executive, legislative and general government offices.
  - (42) Health clubs and spas.
  - (43) Hobby, craft, toy and game shops.



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- (44) Hotels, motels, and tourist camps, including restaurants and recreational facilities, with less than 200 guest rooms, or on-site meeting rooms or conference facilities that house aggregate seating of less than 500 people.
  - (45) Industrial mobile office units.
  - (46) Insurance agencies.
  - (47) Interior decorating services.
  - (48) Jewelry stores.
  - (49) Laundry, dry cleaning and garment services.
  - (50) Law offices.
  - (51) Lawn and garden supply stores.
  - (52) Legal services.
  - (53) Libraries.
  - (54) Liquefied petroleum, bottled gas or other fuel oil sales and service with on-site storage of less than 50,000 gallons.
  - (55) Management, consulting and public relations services.
  - (56) Manufactured housing sales and service, including use of a manufactured home for an on-site sales office for the sales and service business and subject to the provisions of article XI, division 2, of this chapter.
  - (57) Museums.
  - (58) News dealers and newsstands.
  - (59) Nursing and personal care facilities without on-site residency.
  - (60) Offices of physicians, dentists and other health practitioners.
  - (61) Optical goods stores.
  - (62) Pawnbroker, precious metals dealer.
  - (63) Pet shops, which may include sale of pet supplies and related services such as grooming and training.
  - (64) Photofinishing laboratories.
  - (65) Photographic studios.
  - (66) Plumbing and electrical supply, with exterior storage under cover.
  - (67) Professional membership organizations.
  - (68) Public parking lot in accordance with the requirements of 66-1042.
  - (69) Publicly owned schools, colleges, junior colleges, universities, technical institutes, and vocational schools.
  - (70) Real estate agencies.
  - (71) Restaurants and other eating establishments.
  - (72) Sewing, needlework and piece goods stores.
  - (73) Shoe repair shops.

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- (74) Sign painting and lettering shops, with exterior storage under cover.
  - (75) Signs, identification, and business.
  - (76) Social services, including, but not limited to, adoption, counseling, welfare and senior citizen services.
  - (77) Sporting goods stores and bicycle shops.
  - (78) Tax return preparation service.
  - (79) Taxi stands.
  - (80) Upholstery and furniture repair.
  - (81) Used merchandise and antique stores.
  - (82) Uses enumerated in subsection (a) of this section to be located in neighborhood or community shopping centers shall be subject to the provisions of article VI of this chapter.
  - (83) Utilities and public services as follows:
    - a. Poles, overhead and underground lines, distribution transformers, meters, street lighting and related appurtenances necessary for the transmission and distribution of electric and telecommunication service, with the exception of telecommunication towers.
    - b. Telecommunication towers and antennas used exclusively by public or private schools or educational institutions for the receipt and transmission of data solely for educational purposes shall be permitted by right subject to compliance with the provisions of article X of this chapter.
    - c. Underground pipes and lines, manholes, pumping and booster stations, meters and related appurtenances necessary for the transmission and distribution of potable water, wastewater collection, and natural gas transmission and distribution.
    - d. Solid waste disposal convenience station operated by the county after a public hearing shall have been held by the board of supervisors.
  - (84) Watch, clock and jewelry repair.
  - (b) *Accessory uses and structures.* The following accessory uses and structures are permitted in the B-2 district:  
Off-street parking as an accessory use to a permitted use under this section, in accordance with the provisions of section 66-1041.

(Code 1997, § 66-542; Ord. No. 98-7, § 1(66-542), 7-27-1998; Ord. No. 98-8, § 1(66-542), 7-27-1998; Ord. No. 2000-01, § 1(66-542), 4-11-2000; Ord. No. 2000-3, § 1(66-572), 9-26-2000; Ord. No. 2008-04, § 1, 4-8-2008; Ord. No. 2014-003, § 4, 4-8-2014; Ord. No. 2018-001, § 3, 2-13-2018; Ord. No. 2018-004, § 3, 4-10-2018)

### **Sec. 66-473. Special exception uses.**

In the B-2 district, the following uses or structures may be permitted only if approved for the issuance of a special exception as provided in this chapter:

- (1) Abortion clinic subject to distance requirements and standards as provided in this division.
- (2) Animal assisted therapy subject to requirements established by definition.
- (3) Auditorium.
- (4) Electrical power substations, electrical power transmission towers, telecommunication switching facilities and telecommunication towers and antennas.

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- (5) Fire department offices and facilities, emergency medical rescue squad offices and facilities, and law enforcement offices and facilities.
  - (6) Golf courses.
  - (7) Hotels, motels, tourist courts, and bed-and-breakfast establishments, including restaurants and recreational facilities incidental thereto, with 200 or more guest rooms or with on-site meeting rooms or conference facilities, which in the aggregate seat 500 or more persons.
  - (8) Indoor movie theaters; drive-in theaters.
  - (9) Kennel, which may include sale of pet supplies and related services such as grooming, training, and veterinarian services.
  - (10) Lumber and brick yards and building materials and equipment sales, rental, repair and services.
  - (11) Manufactured homes for use by a security guard on a business and subject to the provisions of article XI of this chapter.
  - (12) Multiple-family dwelling units, such as apartments, townhouses, and condominiums and subject to other provisions of this chapter. Public water and sewer are required where ten or more dwelling units are proposed.
  - (13) Nursing and personal care facilities with any on-site residency, single- or multiple-family dwelling units. Public water and sewer required where ten or more dwelling units are proposed.
  - (14) Off-site uses related to airport safety as defined in section 66-610.
  - (15) On-site material and equipment storage.
  - (16) On-site storage above or below ground of 50,000 gallons or more liquefied petroleum or other fuel oil.
  - (17) Pet grooming service.
  - (18) Privately owned schools, colleges, junior colleges, universities, technical institutes and vocational schools.
  - (19) Public and private hospitals.
  - (20) Public skating rinks, bowling alleys, dance halls, pool halls, night clubs, lounges, video game arcade and similar forms of public amusement.
  - (21) Radio and television stations, studios and offices with special exception.
  - (22) Recreational facilities, including, but not limited to tennis and basketball courts, baseball and softball fields, parks, swimming pools and gymnasiums.
  - (23) Substance abuse treatment facilities subject to regulation and licensure pursuant to Code of Virginia, § 37.1-179.1, as amended, subject to the following restrictions as well as conditions or restrictions imposed by the legislative body as part of the special exception permit. No such facility shall be located within one-half mile of any public or private K—12 school, public or private licensed day care center, church, synagogue or other place of worship, residentially zoned district (R-1 and R-2), nor within 1,000 feet of a residential dwelling.
  - (24) Tattoo parlors and body piercing establishments.
  - (25) Telecommunications-related industries.
  - (26) Tobacco warehouses, storage warehouses and bulk petroleum plants.
  - (27) Tractor-truck and trailer sales, rental, repair and services.

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- (28) Truck stops and truck terminals.
  - (29) Veterinary hospital or clinic.
  - (30) Water and wastewater treatment plants.
  - (31) Wholesale, distribution and processing operations.

(Code 1997, § 66-542; Ord. No. 98-7, § 1(66-542), 7-27-1998; Ord. No. 98-8, § 1(66-542), 7-27-1998; Ord. No. 2000-01, § 1(66-542), 4-11-2000; Ord. No. 2000-3, § 1(66-572), 9-26-2000; Ord. No. 2004-03, § 1, 3-15-2004; Ord. No. 2004-04, § 1, 3-15-2004; Ord. No. 2004-09, § 1, 12-14-2004; Ord. No. 2011-012, § 3, 11-22-2011; Ord. No. 2014-003, § 4, 4-8-2014; Ord. No. 2015-008, § 4, 10-13-2015; Ord. No. 2018-005, § 3, 5-8-2018; Ord. No. 2021-03, § 3, 5-25-2021; Ord. No. 2023-01, § 3, 2-14-2023)

### **Sec. 66-474. Area regulations.**

The lot area for each permitted use in the B-2 district shall be as follows:

- (1) A minimum of one acre with no public water or sewer.
- (2) A minimum of 30,000 square feet with public water.
- (3) A minimum of 15,000 square feet with public sewer and water.
- (4) The minimum area for neighborhood or community shopping centers shall be subject to the provisions of article VI of this chapter.

(Code 1997, § 66-543; Ord. No. 98-8, § 1(66-543), 7-27-1998)

### **Sec. 66-475. Setback regulations.**

Buildings in the B-2 district shall be located ten feet or more from any street right-of-way that is 50 feet or greater in width or 35 feet or more from the centerline of any street right-of-way less than 50 feet in width, except that signs advertising sale or rent of premises may be erected up to the property line. This shall be known as the "setback line."

(Code 1997, § 66-544; Ord. No. 98-8, § 1(66-544), 7-27-1998)

### **Sec. 66-476. Frontage and yard regulations.**

For permitted uses in the B-2 district, the minimum side yard adjoining or adjacent to a residential or agricultural district shall be ten feet, and off-street parking shall be in accordance with the provisions contained in section 66-1041.

(Code 1997, § 66-545; Ord. No. 98-8, § 1(66-545), 7-27-1998)

### **Sec. 66-477. Height regulations.**

Buildings in the B-2 district may be erected up to 35 feet in height from grade, except that:

- (1) The height limit for dwellings may be increased up to 45 feet and up to three stories, provided there are two side yards for each permitted use, each of which is ten feet or more, plus one foot or more of side yard for each additional foot of building height over 35 feet.



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- (2) A public or semipublic building such as a school, church, library or general hospital may be erected to a height of 60 feet from grade, provided that required front, side and rear yards shall be increased one foot for each foot in height over 35 feet.
  - (3) Church spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennas and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building on which the walls rest.
  - (4) No accessory structure which is within ten feet of any party lot line shall be more than one story high. All accessory structures shall be less than the main structure in height.

(Code 1997, § 66-546; Ord. No. 98-8, § 1(66-546), 7-27-1998)

### **Sec. 66-478. Abortion clinic distance requirements and standards.**

- (a) No abortion clinic may be established within 1,500 feet of any other abortion clinic.
- (b) No abortion clinic may be established within 1,500 feet of the following zoned districts:
  - (1) Agricultural, limited (A-1);
  - (2) Agricultural, general (A-2);
  - (3) Konnarock district;
  - (4) Industrial, limited (M-1);
  - (5) Industrial, general (M-2);
  - (6) Planned unit development, limited, district (P-1);
  - (7) Residential, limited, district (R-1);
  - (8) Residential, general, district (R-2);
  - (9) Residential, manufactured home district (MHR);
  - (10) Shoreland recreational district;
  - (11) Village district.
- (c) No abortion clinic may be established within 1,500 feet of any church or other place of worship, public library, public or private school, educational institution, governmental facility, public park, playground, playfield, tourist home, child day care center, hotel, or motel.
- (d) The establishment of any abortion clinic as referred to herein shall include the opening of such business as a new business, the relocation of such business, the enlargement of such business in either scope or area, or the conversion, in whole or in part, of an existing business to abortion clinic.

(Ord. No. 2023-01, § 3, 2-14-2023)

State law reference(s)—Code of Virginia, § 15.2-2283, harmonious community.

### **Secs. 66-479—66-495. Reserved.**