



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 – Nancy B. Denny by and through Jill Denny as POA

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

AUCTION DATE – Wednesday, May 29th, 2024 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: +/- 9.34-acre portion of parcel ID's 023464, 023465, 004903, 023466; Lot # 1 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Offering #2: +/- 5.38-acre portion of parcel ID 023466, & portion of parcel ID 004903; Lot # 2 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Offering #3: +/- 6.27-acre portion of parcel ID 004903; Lot # 3 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Offering #4: +/- 11.46 acres and improvements; portion of parcel ID 004903; Lot # 4 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Address: TBD Fairview Church Rd, Riner, VA 24149

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, May 29th, 2024 at 3 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 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 **\$5,000 PER OFFERING** 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, July 15th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

Individual State License #'s

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

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. ****



Aerial

Offering #1
+/- 9.336 AC

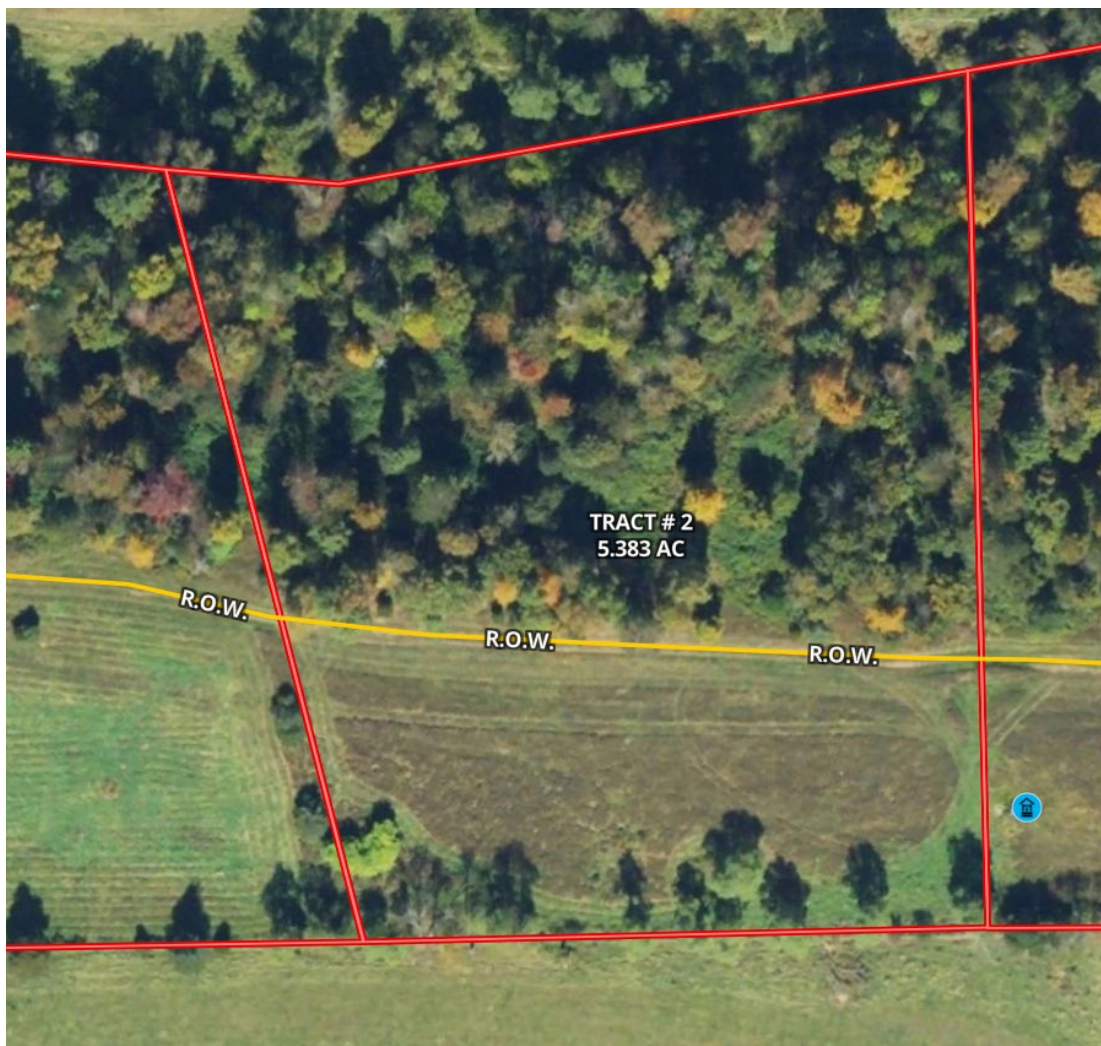


**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Aerial

Offering #2
+/- 5.383 AC

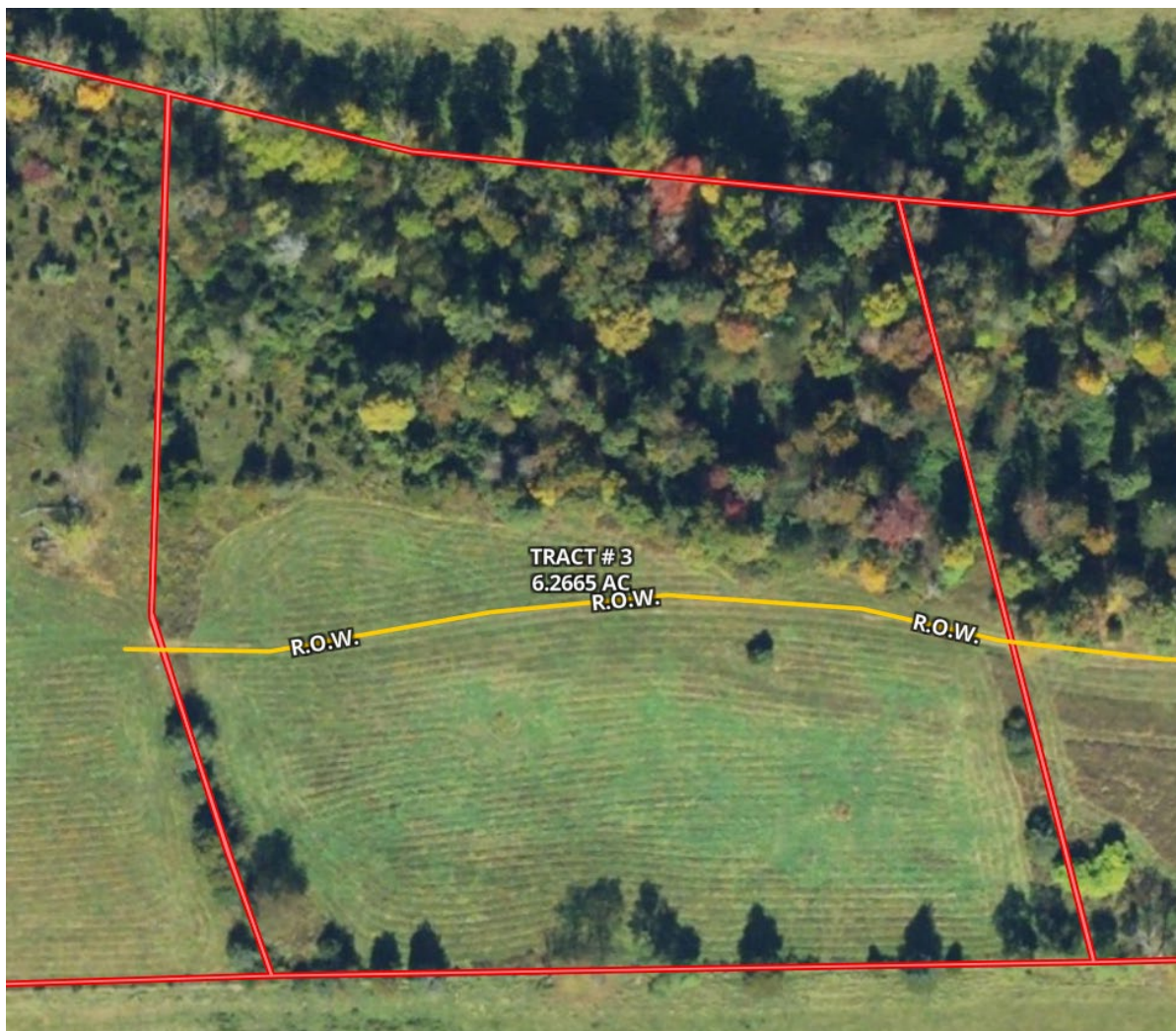


**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Aerial

Offering #3
+/- 6.2665 AC



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



Aerial

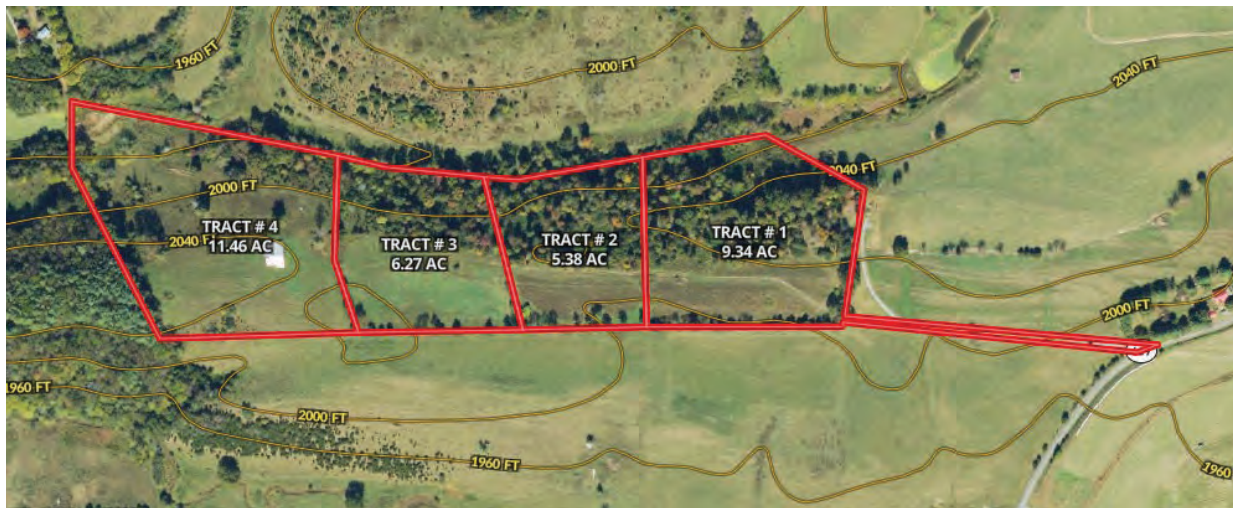
Offering #4
+/- 11.459 AC



**** 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. ****

Road Maintenance Agreement Map



Each lot owner will contribute a maximum of \$200/year toward a portion of road that meanders through Lot's # 1, # 2, # 3, and # 4. All four lots are subject to an existing road maintenance agreement with neighboring property not included in this auction. This section of road is the 30' strip extending from the southeastern corner of Lot # 1 extending to Fairview Church Road. According to the agreement, all lot owners will combine to pay half of maintenance cost for that portion with neighbor whose land is not included in this sale. Lot owners are not required to pay for surface treatment (gravel / pavement), only general maintenance, so it should be minimal. Refer to Bidder Pack for the road maintenance agreements.



Neighborhood

TBD Fairview Church Rd.,

Riner, VA 24149

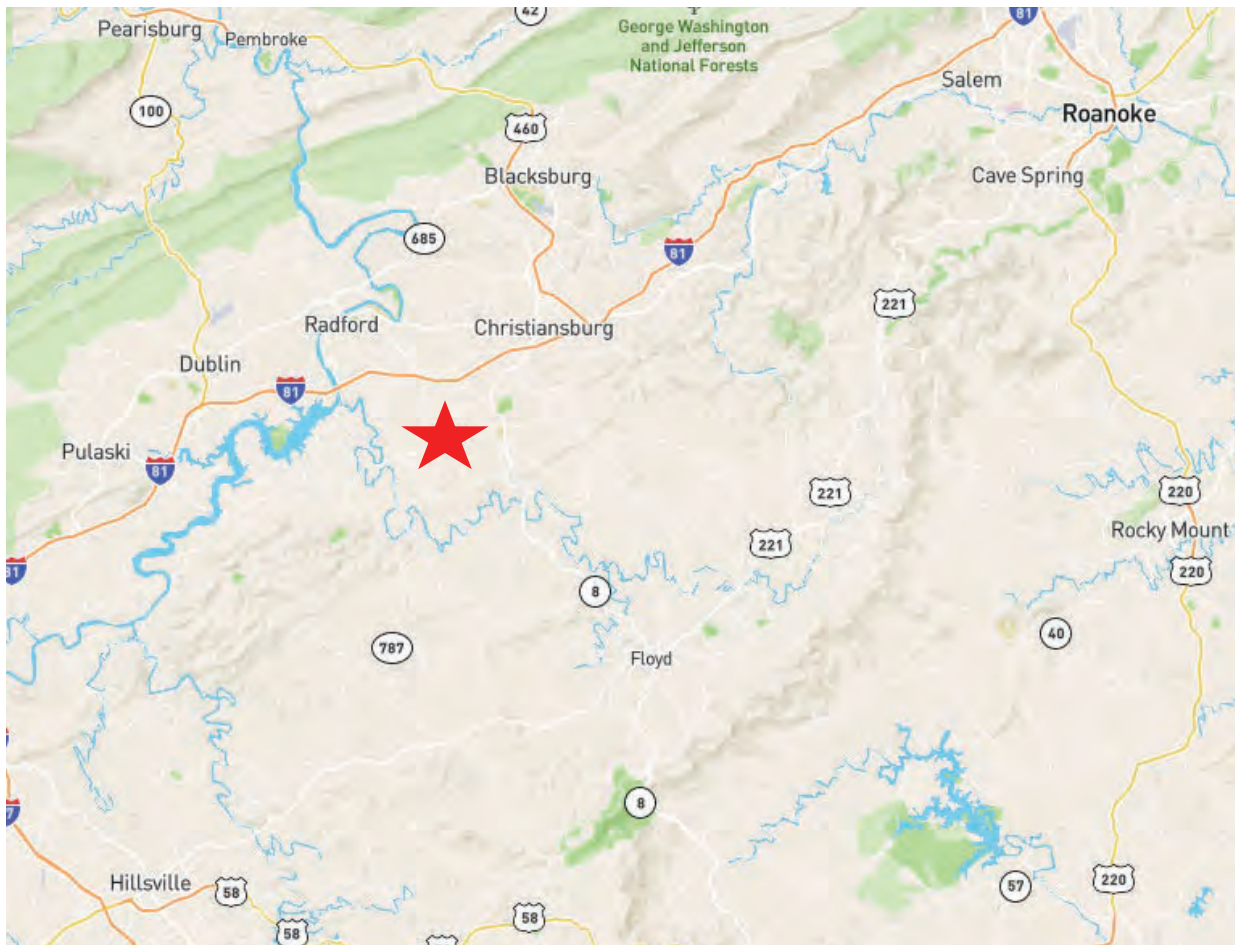


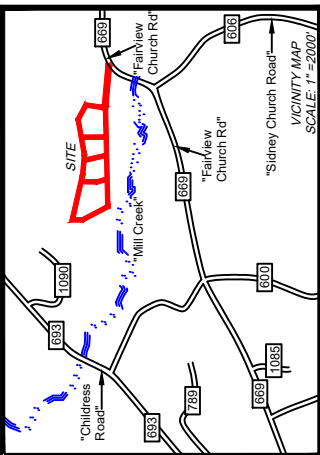


Location

TBD Fairview Church Rd.,

Riner, VA 24149





PLAT SHOWING
"BOUNDARY LINE RELOCATION/VACATION"
32,444 AC. TOTAL
PROPERTY OF
NANCY B. DENNEY
LOCATED ON VIRGINIA SECONDARY ROUTE 669
"FAIRVIEW CHURCH ROAD"
RINER MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA
SCALE: 1" = 200' DATE: 25 APRIL 2024
L. J. QUESENBERRY, LICENSED LAND SURVEYOR
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
PHONE: (776)-728-7471 E-MAIL: queseberrysurveying@gmail.com

LOT ASSIGNMENT TABLE				Lot Area	Lot Area
BEFORE BOUNDARY LINE RELOCATION/VACATION				sq. ft.	acres
TAX PARCELS	ACREAGE	TOTALS	SOURCE		
TAX SECTION 172(A), PARCEL C1	238.35 AC.	1	PLAT BOOK 9, PAGE 68		
TAX SECTION 128(A), PARCEL 2A	#3.4 AC.	1	DB 427, PG 925, PARCEL 2		
TAX SECTION 128(A), PARCEL 3A	#3.1 AC.	1	DB 427, PG 925, PARCEL 3		
TAX SECTION 128(A), PARCEL 5	#3.7 AC.	1	DB 427, PG 925, PARCEL 5		
TOTALS				4	13.55

LOT ASSIGNMENT TABLE				Lot Area	Lot Area
AFTER BOUNDARY LINE RELOCATION/VACATION				sq. ft.	acres
TAX PARCELS	ACREAGE	TOTALS	SOURCE		
TAX SECTION 172(A), PARCEL C1	9,336 AC.	2			
TAX SECTION 128(A), PARCEL 2A	5,393 AC.	1			
TAX SECTION 128(A), PARCEL 3A	6,2665 AC.	1			
TAX SECTION 128(A), PARCEL 5	11,459 AC.	3			
TOTALS				21	62.04

F - G	N 80° 27' 57" W	107.76'
G - H	N 86° 05' 03" W	131.12'
H - I	N 76° 18' 06" W	125.86'
I - J	N 76° 13' 06" W	125.30'
J - K	N 67° 32' 07" W	66.78'
K - L	N 55° 50' 25" W	149.51'
L - M	N 61° 33' 46" W	31.77'
M - N	N 76° 44' 06" W	30.37'
N - O	N 87° 13' 05" W	185.24'
O - P	N 83° 54' 57" W	60.48'
P - Q	N 80° 07' 43" W	126.81'
Q - R	N 86° 35' 33" W	224.39'
R - S	N 84° 57' 04" W	129.50'
S - T	N 80° 00' 26" W	160.18'
T - U	N 80° 59' 16" W	119.62'
U - V	S 89° 26' 17" W	145.80'
V - W	S 83° 77' 04" W	159.88'
W - X	N 87° 21' 30" W	62.14'

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. THIS PLAT IS A "BOUNDARY LINE RELOCATION/VACATION".
4. SUBJECT PROPERTY AS SHOWN IS ALL OF MONTGOMERY COUNTY TAX SECTION 127-4-I, PARCEL C1, TAX SECTION 128-A-I, PARCELS 2A, 3A AND 4A, PARCEL NO. 004903 023464, 023465 AND 023466.
5. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD HAZARD ZONE MAP DATED 1987 AND THE FLOOD HAZARD ZONE X, DATED 9-25-2009 AND HAS NOT BEEN FIELD VERIFIED.
6. 407' MINIMUM BUILDING SETBACK FROM SOUTH 40' RIW (VIRGINIA SECONDARY BOULEVARD) #699.

7. THERE ARE NO GRAVES MARKING A PLACE OF BURIAL SHOWN.
8. NANCY B. DENNEY
1614 RUSTIC RIDGE ROAD, RIVER VA 24149
9. MONTGOMERY COUNTY ZONING DISTRICT AGRICULTURAL A-1
FRONT AND REAR = 40' AND SIDE = 15'
10. 15' WIDE UTILITY EASEMENT IS RESERVED ON BOTH SIDES OF
THE 20' WIDE EASEMENT FOR PURPOSE OF ELECTRICAL, TELEPHONE,
WATER, SEWER AND OTHER UTILITIES. A 15' WIDE UTILITY EASEMENT
IS RESERVED ALONG EITHER SIDE OF INTERIOR LINES 15' ALONG
INSIDE OF EXTERIOR LOT LINES.

SUBDIVISION AGENT _____ DATE _____
VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF MONTGOMERY
COUNTY _____ DAY OF _____, 2024, THE FOREGOING
INSTRUMENT WAS THIS DAY PRESENTED IN SAID OFFICE AND WITH THE
CERTIFICATE ANNEXED ADMITTED TO RECORD AT _____ O'CLOCK _____ M.
TESTEE: TIFFANY M. COUCH, CLERK
BY: _____ D.C.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS HEREON AND WE HAVE SUBDIVIDED THIS PROPERTY WITH THEIR OWN FREE WILL AND CONSENT.

NANCY B. DENNEY

DATE

CONFORMING STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON

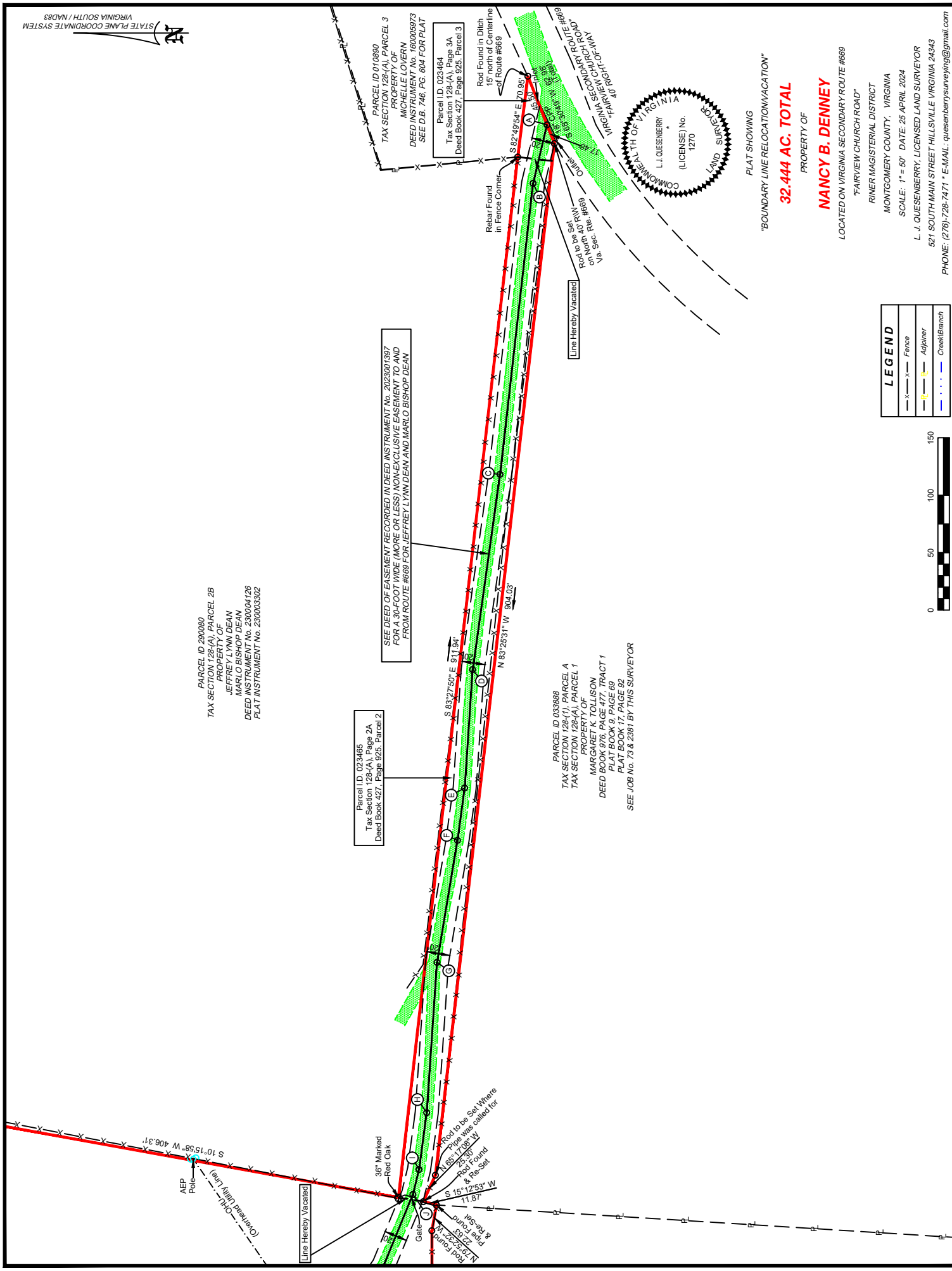
THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY OF SAID PERSON OR PERSONS HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTY OF THE COUNTY OF VIRGINIA AND FURTHER IS IN STRICT ACCORDANCE AND COMPLIANCE WITH THE VIRGINIA CODE OF 1950, AS AMENDED TO DATE.

L.J. QUESENBERRY, L.S. #1270

SOURCE OF TITLE:

PLAT SHOWING "32,444 AC. TOTAL" IS ALL OF THAT PROPERTY ACQUIRED BY JAMES F. DENNEY (DECEASED) NANCY B. DENNEY AS DESCRIBED IN DEED BOOK 427, PAGE 925 AND DEED BOOK 399, PAGE 133 ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO INSTRUMENTS ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND.

L.J. QUESENBERRY, L.S. #1270



PARCEL ID 200080
TAX SECTION 128-A, PARCEL 2B
PROPERTY OF
JEFFREY LYNN DEAN
MARLO BISHOP DEAN
DEED INSTRUMENT No. 230004126
PLAT INSTRUMENT No. 230003302

Parcel I.D. 023465
Tax Section 128-A, Page 2A
Deed Book 427, Page 925, Parcel 2

SEE DEED OF EASEMENT RECORDED IN DEED INSTRUMENT No. 2023001387
FOR A 30-FOOT WIDE (MORE OR LESS) NON-EXCLUSIVE EASEMENT TO AND
FROM ROUTE #669 FOR JEFFREY LYNN DEAN AND MARLO BISHOP DEAN

PARCEL ID 033888
TAX SECTION 128-1, PARCEL A
TAX SECTION 128-A, PARCEL 1
PROPERTY OF
MARGARET K. TOLLISON
DEED BOOK 976, PAGE 477, TRACT 1
PLAT BOOK 9, PAGE 69
SEE JOB No. 73 & 2381 BY THIS SURVEYOR

Parcel I.D. 023464
Tax Section 128-A, Page 3A
Deed Book 427, Page 925, Parcel 3

PARCEL ID 010890
TAX SECTION 128-A, PARCEL 3
PROPERTY OF
MICHELLE LOVERN
DEED INSTRUMENT No. 160005973
SEE D.B. 746, PG. 604 FOR PLAT

PLAT SHOWING
"BOUNDARY LINE RELOCATION/VACATION"
32.444 AC. TOTAL
PROPERTY OF
NANCY B. DENNEY
LOCATED ON VIRGINIA SECONDARY ROUTE #669
"FAIRVIEW CHURCH ROAD"
RIVER MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA
SCALE: 1" = 50' DATE: 25 APRIL 2024
L. J. QUESENBERY, LICENSED LAND SURVEYOR
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
PHONE: (276)-728-7471 • E-MAIL: quesenberysurveying@gmail.com

LEGEND	
— x — x —	Fence
— — —	Adjoiner
— . . . —	Creek/Branch

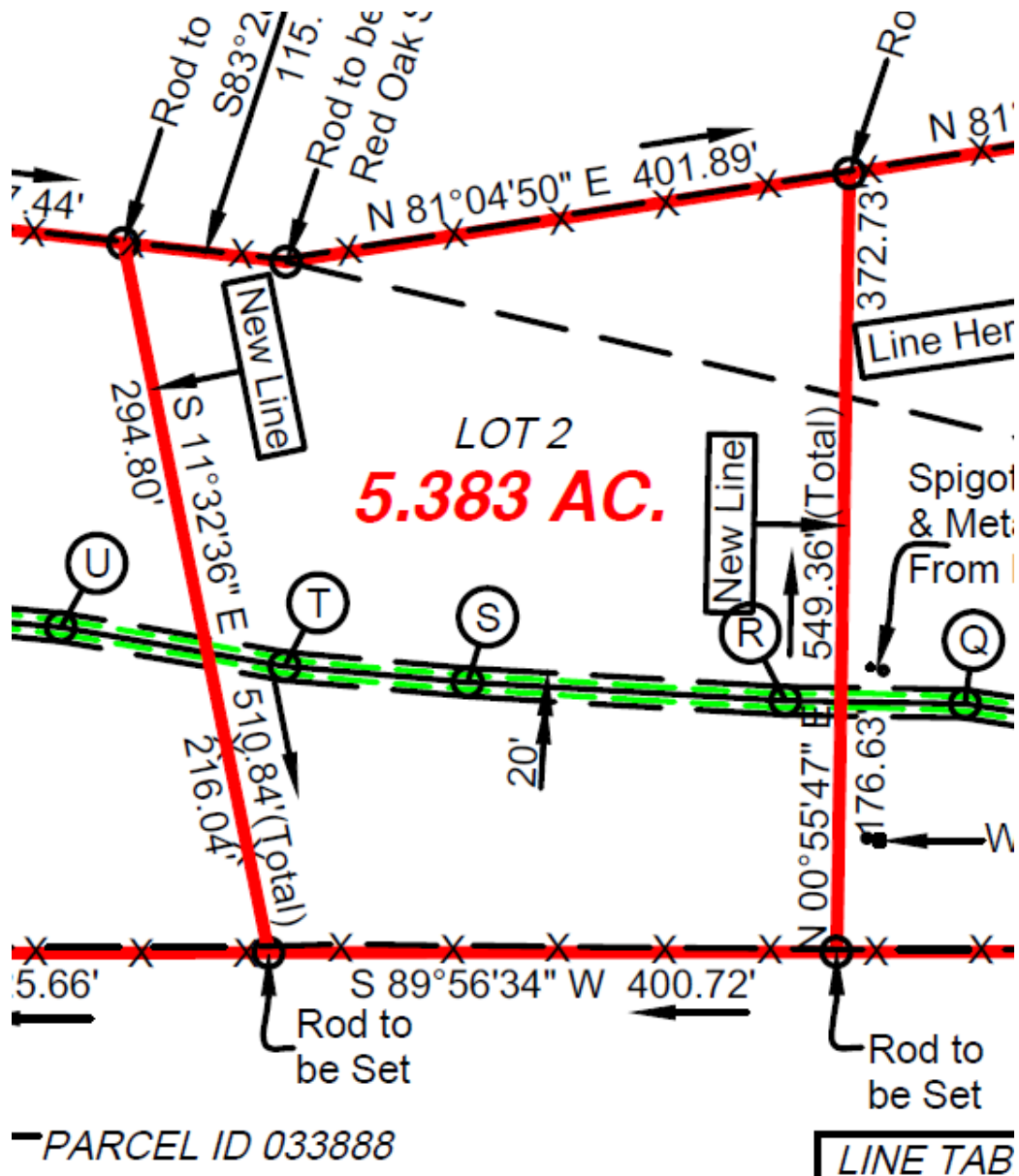


STATE PLANE COORDINATE SYSTEM
VIRGINIA SOUTH / NAD83

Survey

Offering #2

Auction Services

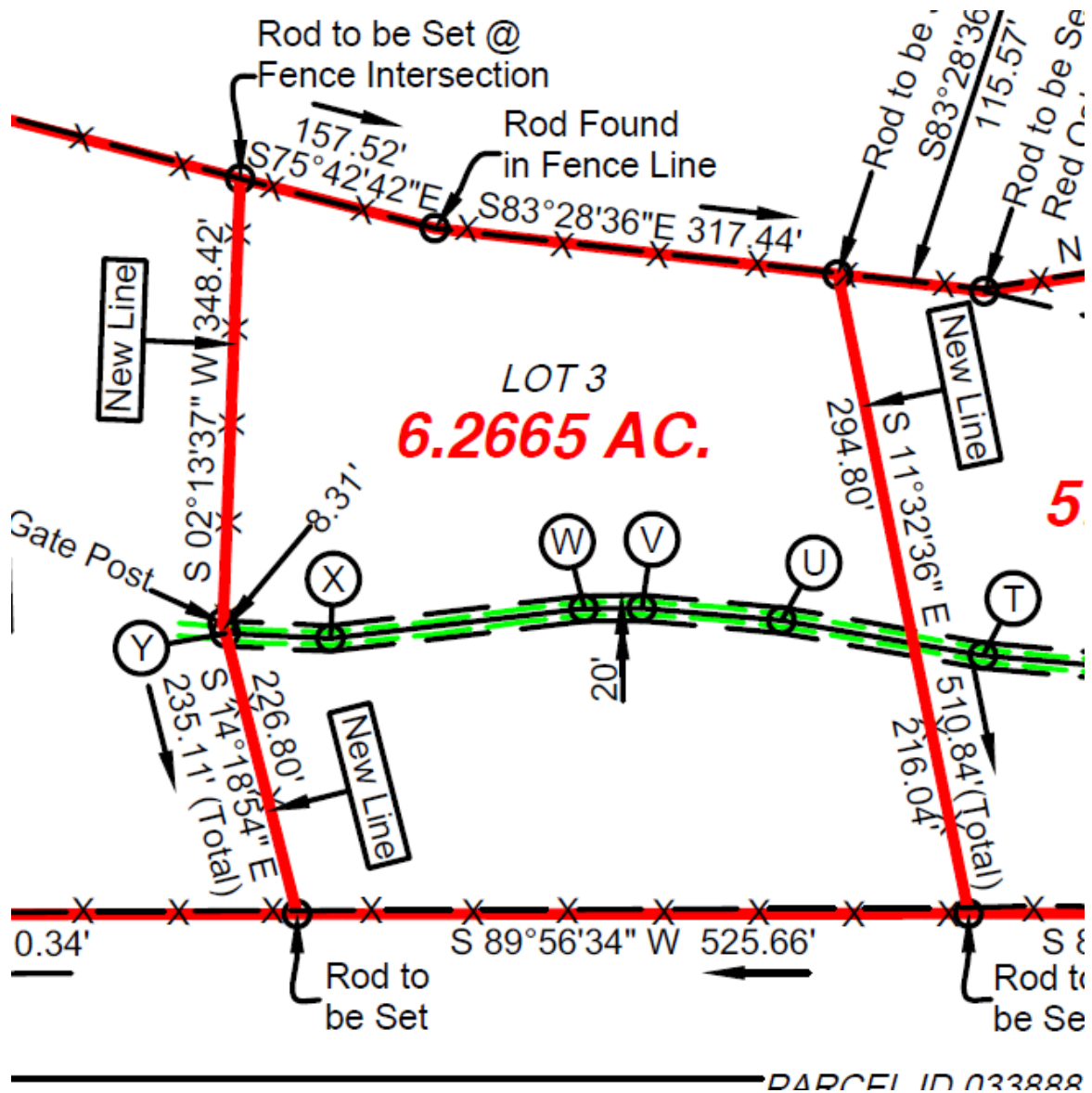




Survey

Offering #3

Auction Services

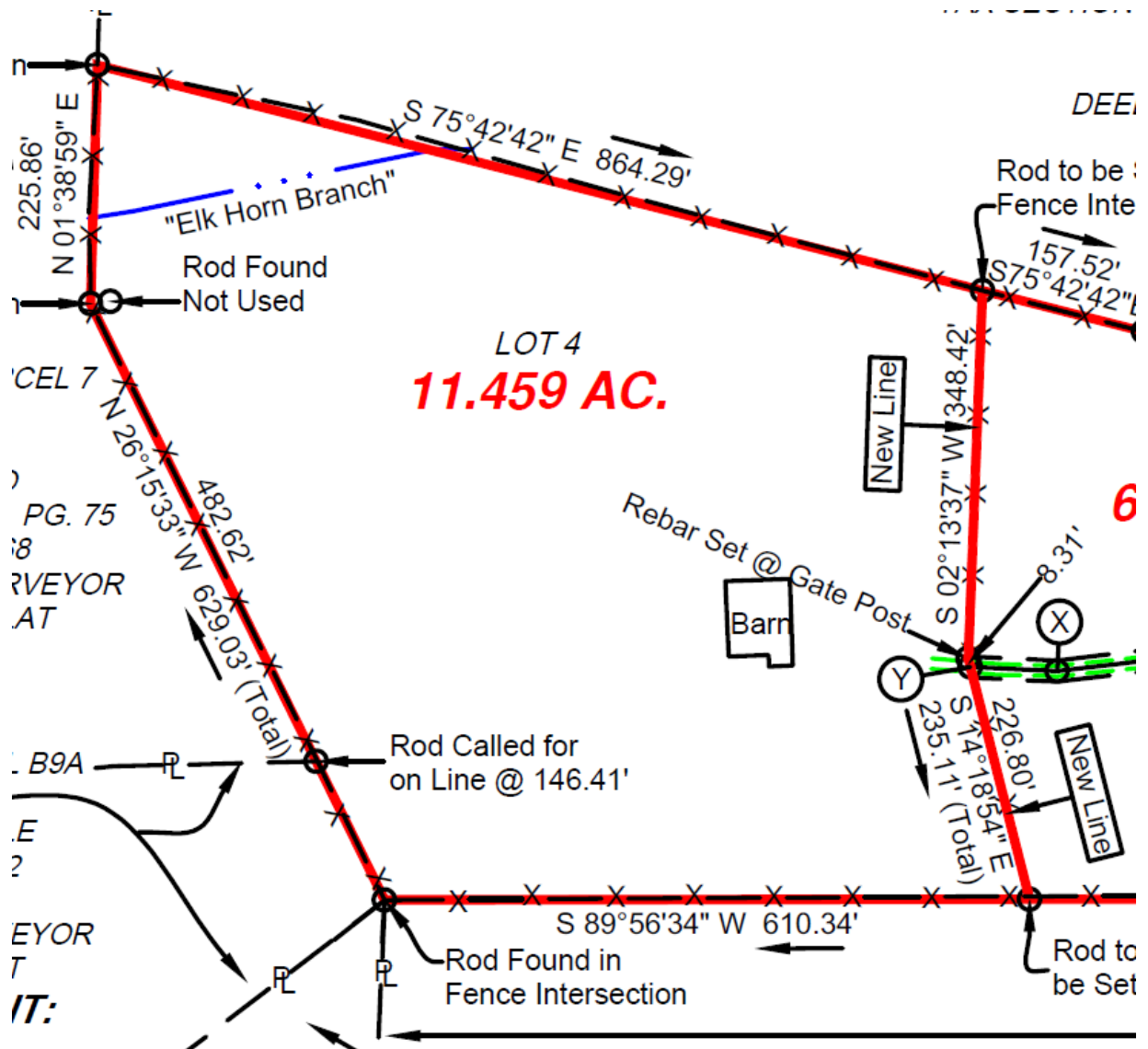




Survey

Offering #4

Auction Services



Mailed to
James F. Denney
Box 59
Riner, VA
4-29-80

THIS DEED, made and entered into on this the 19th day of March, 1980, by and between Ralph C. Lucas and Fannie Sue Akers Lucas, his wife, and Roy Gray Lester and Dora Gae Lester, his wife, parties of the first part; and James F. Denney and Nancy B. Denney, husband and wife, as tenants by the entirety with the right of survivorship as at common law, 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 (\$10.00) Dollars cash in hand paid by the parties of the second part to the parties of the first part, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties of the first part hereby bargain, grant, sell and convey unto the parties of the second part, with Covenants of General Warranty of Title jointly during their joint lives, and then to the survivor of them; his or her heirs, or assigns, in fee simple forever; it being the intention of this deed to convey to the said parties of the second part as tenants by the entirety, with the right of survivorship as such as is approved by Section 55-21 of the Code of Virginia of 1950, and not as tenants in common, all those certain tracts or parcels of land, with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Riner Magisterial District of Montgomery County, Virginia, more particularly bounded and described as follows, to-wit:

PARCEL 1

BEGINNING at a stone near the south side of a spring branch in the division line of Willard Teel, thence in a southeasterly direction approximately 21 rods to a stake, a corner to James F. Denney, thence S 82° W 33 1/2 rods to a black oak tree and black oak stump N 75 1/2° W 36 1/2 rods to a stone, thence N 89 1/2° E 49 7/8 rods to the point of BEGINNING, containing approximately 3 acres.

PARCEL 2

BEGINNING at a post and stone located in the southwest corner of the lands of Ralph C. Lucas a corner to George Hall, thence N 11° E 30 feet to a point, thence a new line S 82 1/2° W approximately 55 rods to a point where said line intersects the

Parcel ID # 023466
Tax ID # 128-A 5
3 acres

Parcel ID # 023465
Tax ID # 128-A 2A
0.4 acres

(2)

lands of Roy Gray Lester and Dora Gae Lester near the public road, thence S 11° W 30 feet to a point in the division line of George Hall, thence with George Hall 50 rods to the point of BEGINNING, containing approximately .4 of an acre.

Both of which parcels are a part of the lands acquired by Ralph C. Lucas and Fannie Sue Akers Lucas of the parties of the first part by deed dated May 15, 1963. from Margie Lester Lucas, Widow, et als, of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 244, Page 3.

PARCEL 3

Roy Gray Lester and Dora Gae Lester, his wife, of the parties of the first part, do grant and convey unto the parties of the second part that parcel of land 30 feet in width and adjacent to and connected with Parcel 2 hereinabove referred to, and extending in parallel lines with said Parcel 2 in a southeasterly direction bearing S 82 1/2° E approximately 937 feet to where said land intersects the public road, containing approximately .1 of an acre as is necessary to extend the above Parcel 2 a distance necessary to connect the same with said public road. This conveyance of this portion of land is a part of the real estate acquired by Roy Gray Lester and Dora Gae Lester, his wife, by deed dated April 24, 1956. from M. J. Lucas et als, of record in said Clerk's Office in Deed Book 198, Page 486. Reference is hereby made of the foregoing deeds for a more particular description of the lands hereby conveyed.

It is the intention of the parties of the first part by this conveyance of the lands described in Parcel 2 and 3 to convey a strip of land 30 feet in width from the public road bordering the eastern side of said strip in a northwesterly direction a distance of 65 rods to where said 30 foot strip would intersect the lands of the parties of the second part.

Witness the following signatures and seals.

 (SEAL)
Ralph C. Lucas

 (SEAL)
Fannie Sue Akers Lucas

Parcel ID # 023464
Tax ID # 128-A 3A
0.1 acres

(3)

Roy Gray Lester (SEAL)
Roy Gray Lester

Dora Gae Lester (SEAL)
Dora Gae Lester

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, TO-WIT:

The foregoing instrument was acknowledged before me this
10th day of April, 1980, by Ralph C. Lucas
and Fannie Sue Akers Lucas, his wife.

My commission expires August 10, 1981.

Dennice K. Wetzel
Notary Public

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, TO-WIT:

The foregoing instrument was acknowledged before me this
10th day of April, 1980, by Roy Gray Lester
and Dora Gae Lester, his wife.

My commission expires August 10, 1981.

Dennice K. Wetzel
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County
14th day of April, 1980 The foregoing instrument
was this day presented in said Office and with certificate annexed admitted to
record at 10:20 o'clock A. M. The taxes imposed by Sec. 58-54.1
of the Code of Virginia in the amount of \$ 3.00 have been paid to
this office.

Tested

JOHN B. MYERS, JR., Clerk

By Mary A. Shinnick, D.C.

Mailed to:
James F. Denney
Box 47 A
Riner, VA
6-6-78

Parcel ID # 004903
Tax ID # 127-4 C1
28.35 acres

THIS DEED, made and entered into this 22nd day of May, 1978, by and between CARL N. McNEIL and RAMSEY E. McNEIL, husband and wife, parties of the first part, and JAMES F. DENNEY and NANCY B. DENNEY, husband and wife, tenants by the entirety with the right of survivorship as at common law, 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 by the parties of the second part to the parties of the first part, and other good and valuable consideration, receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain, grant, sell and convey, with covenants of GENERAL WARRANTY of Title, unto the said James F. Denney and Nancy B. Denney, husband and wife, tenants by the entirety with the right of survivorship as at common law, parties of the second part, all that certain tract or parcel of land, together with the improvements thereon, and all rights, privileges and appurtenances thereunto belonging, lying and being in the Riner Magisterial District of Montgomery County, Virginia, containing 28.3512 acres, designated as Lot C-1 on a plat entitled "CARL N. McNEIL, 228.634 ACRES," showing the revised date of April 6, 1978, made by L. J. Quesenberry, Land Surveyor, designated Job No. 73, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 9, at Page 68 and 69, to which plat reference is here made for a more particular description of the said acreage.

The parties of the first part do further bargain, sell, grant and convey unto James F. Denney and Nancy B. Denney, husband and wife, tenants by the entirety with the right of survivorship as at common law, parties of the second part, a right of way extending from State Route 600 and following the

J. PATRICK GRAYBEAL
ATTORNEY AND COUNSELOR
AT LAW
CHRISTIANSBURG, VIRGINIA

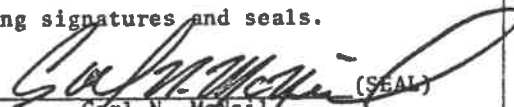
-2-

roadway as it now exists on the ground across that 28.8333 acres designated as tract B-9 which roadway shall extend to the ridge on the aforesaid tract B-9 and follow along the ridge of that said parcel of land to tract C-1 as herein conveyed which right of way shall be for the purpose of ingress and egress of the said parties of the second part or future owners of the said tract C-1.

And being a part of the same real estate conveyed to Carl N. McNeil, by Myrtle L. Bond, et als, by deed dated November 14, 1977, recorded in the aforesaid Clerk's Office in Deed Book 392, at Page 544.

The aforesaid grantors covenant that they have the right to convey the said land to the aforesaid grantees; that the said grantees shall have quiet and peaceful possession of said land, free from all liens and encumbrances; that they have done no act to encumber the said land, and that they will execute such further assurances of title as may be requisite.


WITNESS the following signatures and seals.

 (SEAL)
Carl N. McNeil

 (SEAL)
Ramsey E. McNeil

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, TO-WIT:

I, , a Notary Public in and for the County of Montgomery, in the State of Virginia, hereby certify that Carl N. McNeil and Ramsey E. McNeil, whose names are signed to the foregoing and annexed writing bearing date the 22nd day of May, 1978, personally appeared before me in my County and State aforesaid and acknowledged the same.

J. PATRICK GRAYBEAL
ATTORNEY AND COUNSELOR
AT LAW
CHRISTIANSBURG, VIRGINIA

My commission expires: June 16, 1980.
Given under my hand this 24 day of May, 1978.


Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County
26th day of May, 19 78. The foregoing instrument
was this day presented in said Office and with certificate annexed admitted to
record at 11:45 o'clock A.M. The taxes imposed by Sec. 58-54.1
of the Code of Virginia in the amount of \$ 18.00 have been paid to
this office.

Testes

JOHN B. MYERS, JR., Clerk

By May A. Hawatt, D. C.

Owners	
Owner1	DENNEY JAMES F
Owner2	DENNEY NANCY B
Mailing Address	1614 RUSTIC RIDGE RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel	
Tax Map Number	128- A 3A
Property Address	FAIRVIEW CHURCH RD
City, State, Zip	VA
Neighborhood Code	MR336000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	0427-0925
Notes:	ADJ OWNER
Notes:	ASSEMBLAGE R/W
Notes:	3
Notes:	

Legal Description	
Legal Description 1	MILL CREEK
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	.1
Deed Book	0427
Page	0925

Sales					
Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1980		DENNEY JAMES F	DENNEY JAMES F	0427	0925

Sale Details	
Sale Date	01-JAN-1980
Sale Key	87129
Sale Price	
Grantee	DENNEY JAMES F
Grantor	DENNEY JAMES F
Book	0427
Page	0925
Sale Type	
Sale Source	D-DEED BARGIN SALE
Sale Validity	-

Assessed Values	
Assessed Land	\$600
Assessed Buildings	\$0
Total Assessed Value	\$600
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel



Sorry, no sketch available
for this record

Item	Area

Owners

Owner1	DENNEY JAMES F
Owner2	DENNEY NANCY B
Mailing Address	1614 RUSTIC RIDGE RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel

Tax Map Number	128- A 2A
Property Address	FAIRVIEW CHURCH RD
City, State, Zip	VA
Neighborhood Code	MR336000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	L/LAND USE
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	0427-0925
Notes:	ADJ OWNER
Notes:	
Notes:	NARROW STRIP, R/W, ASSEMBLAGE
Notes:	3
Notes:	

Legal Description

Legal Description 1	MILL CREEK
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	.4
Deed Book	0427
Page	0925

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1980		DENNEY JAMES F	DENNEY JAMES F	0427	0925

Sale Details

Sale Date	01-JAN-1980
Sale Key	87128
Sale Price	
Grantee	DENNEY JAMES F
Grantor	DENNEY JAMES F
Book	0427
Page	0925
Sale Type	
Sale Source	D-DEED BARGIN SALE
Sale Validity	-

Assessed Values

Assessed Land	\$2,500
Assessed Buildings	\$0
Total Assessed Value	\$2,500
Land Use Program	NO
Deferred Land Use Amount	\$2,300
Value After Land Use Deferment	\$200
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel



Sorry, no sketch available
for this record

Item	Area

Owners

Owner1	DENNEY JAMES F
Owner2	DENNEY NANCY B
Mailing Address	1614 RUSTIC RIDGE RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel

Tax Map Number	128- A 5
Property Address	
City, State, Zip	VA
Neighborhood Code	MR336000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	L/LAND USE
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	0427-0925
Notes:	
Notes:	2018 ADJ OWNER
Notes:	
Notes:	3
Notes:	

Legal Description

Legal Description 1	MILL CREEK
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	3
Deed Book	0427
Page	0925

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1980		DENNEY JAMES F	DENNEY JAMES F	0427	0925

Sale Details

Sale Date	01-JAN-1980
Sale Key	87130
Sale Price	
Grantee	DENNEY JAMES F
Grantor	DENNEY JAMES F
Book	0427
Page	0925
Sale Type	
Sale Source	D-DEED BARGIN SALE
Sale Validity	-

Assessed Values

Assessed Land	\$15,000
Assessed Buildings	\$0
Total Assessed Value	\$15,000
Land Use Program	NO
Deferred Land Use Amount	\$14,000
Value After Land Use Deferment	\$1,000
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2023 is 70 cents per \$100.



Sorry, no sketch available
for this record

Item	Area

Owners

Owner1	DENNEY JAMES F
Owner2	DENNEY NANCY B
Mailing Address	1614 RUSTIC RIDGE RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel

Tax Map Number	127- 4 C1
Property Address	
City, State, Zip	VA
Neighborhood Code	MR336000
Class Code/Description	5000/Ag/Undeveloped 20-99 Acres
Use Code/Description	100/AGRICULTURAL LAND 20-99 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	L/LAND USE
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	
Notes:	
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	CARL N MCNEIL LAND
Legal Description 2	LOT C1
Tax District Code/Description	MR/RINER
Deeded Acres	28.351
Deed Book	0399
Page	0133

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1978		DENNEY JAMES F	DENNEY JAMES F	0399	0133

Sale Details

Sale Date	01-JAN-1978
Sale Key	87131
Sale Price	
Grantee	DENNEY JAMES F
Grantor	DENNEY JAMES F
Book	0399
Page	0133
Sale Type	
Sale Source	D-DEED BARGIN SALE
Sale Validity	-

Outbuildings

Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	BAR / FRAME BARN-POOR	1970	C	50	60	3000	1200

Assessed Values

Assessed Land	\$70,900
Assessed Buildings	\$1,400
Total Assessed Value	\$72,300
Land Use Program	NO
Deferred Land Use Amount	\$57,900
Value After Land Use Deferment	\$14,400
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2023 is 70 cents per \$100.



Sorry, no sketch available
for this record

Item	Area
FRBARN-PR. - BAR:FRAME BARN-POOR	3000

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 29th 2024, between Nancy B. Denny by and through Jill Denny as POA 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 Montgomery, Virginia, and described as:

Offering #1: +/- 9.34-acre portion of parcel ID's 023464, 023465, 004903, 023466; Lot # 1 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Offering #2: +/- 5.38-acre portion of parcel ID 023466, & portion of parcel ID 004903; Lot # 2 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Offering #3: +/- 6.27-acre portion of parcel ID 004903; Lot # 3 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Offering #4: +/- 11.46 acres and improvements; portion of parcel ID 004903; Lot # 4 of survey completed by LJ Quesenberry identified as Job # 5250 recorded in Montgomery County Courthouse on 4/25/2024 as instrument # 2024002163.004

Address: TBD Fairview Church Rd., Riner, VA 24149

- 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 **\$5,000 PER OFFERING** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

Seller's Initials _____

Purchaser's Initials _____

4. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before **July 15th 2024** ("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.

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Seller's Initials _____

Purchaser's Initials _____

(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.

(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's Initials _____

Purchaser's Initials _____

Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Nancy Denny by and through Jill Denny as POA Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____

Tax Map Nos. 127-4 C1, 128-A 2A, 128-A 3A and 128-A 5
Parcel ID Nos. 004903, 023465, 023464 and 023466

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT, made this _____ day of May, 2024,
by and between **NANCY B. DENNEY**, by and through her attorney-in-fact, **JILL DENNEY**,
referred to as "Owner".

WITNESSETH:

WHEREAS, the above listed party is the current owner of property served by and/or
burdened by a non-exclusive 30' wide right of way, as more particularly described in that
certain Ingress and Egress Easement Agreement dated March 1, 2023, recorded in the Clerk's
Office of the Circuit Court of Montgomery County, Virginia as Instrument No. 2023001397
and shown on that certain plat of survey prepared by L. J. Quesenberry, L.S., dated April 25,
2024, said survey of record in the Clerk's Office of the Circuit Court of Montgomery County,
Virginia as Instrument No. 2024002163;

WHEREAS, Owner acquired title in and to those certain tracts or parcels of real estate,
located in the Riner Magisterial District of Montgomery County, Virginia, by Deed dated
March 9, 1980 of record in the aforesaid Clerk's Office in Deed Book 427, Page 925 and Deed
dated May 22, 1978 of record in the aforesaid Clerk's Office in Deed Book 399, Page 133;

WHEREAS, Owner has subdivided her property as shown on the aforesaid plat of
survey of record in the aforesaid Clerk's Office at Instrument No. 20240002163, and

WHEREAS, Owner has established a nonexclusive 20' wide access easement
beginning at the gate where the 30' wide right of way ends as shown on the above referenced
survey as points J-Y to the subject property for ingress and egress as shown on the aforesaid
plat, for the benefit of the owners and heirs, successors and assigns of all tracts, and

WHEREAS, Owner desires to provide for the maintenance, repair and upkeep of the 20' right of way as shown on the aforesaid plat.

NOW THEREFORE, maintenance for the aforesaid road shall be as follows:

1. Nancy B. Denney is the current owner of Lot 1, containing 9.336 acres, Lot 2, containing 5.383 acres, Lot 3, containing 6.2665 acres, and Lot 4, containing 11.4594 acres ("subdivided tracts").
2. The new owners of the subdivided tracts shall agree to jointly and equally maintain the easement in its present condition and to equally pay for any expense to repair or maintain the road, provided such maintenance and expense is necessary for vehicular access to the subdivided tracts.
3. Owner, as long as she still owns any of the subdivided tracts, and future owners shall be individually responsible for repair to the road caused by such owner or owner's guests, contractors or invitees.
4. Owner, as long as she still owns any of the subdivided tracts, and future owners of the subdivided tracts shall pay \$200 per year per tract for road maintenance.
5. Once the subdivided tracts have been sold, the majority of the lot owners may elect or appoint a lot owner to manage such funds. At the end of each year, any remaining balance shall carry over to the next year. The elected/appointed lot owner shall have the ability to recommend a decrease or increase in the amount paid per year, to be approved by a majority of the lot owners.
6. The road described herein is for the perpetual use of the Owner and future owners, and the covenants set forth herein shall run with the land and shall be binding upon their heirs, successors and assigns. Should any party opt out of this Road Maintenance Agreement, he or she shall have no right to use the common road and he or she, or his/her heirs, successors and

assigns, forever RELEASES and waives any easements and right of ways reserved for ingress and egress unto their tract.

WITNESS the following signatures and seals:

IN WITNESS WHEREOF, pursuant to the authority of a power of attorney dated July 4, 2023, recorded in the aforesaid Clerk's Office as Instrument No. 230001108, which power of attorney is valid and unrevoked, Linda Diane Wright has executed this Deed affixing her name and seal hereto in the name of James M. Wright as his Attorney in Fact.

Nancy B. Denney

BY:

Jill Denney, her Attorney-In-Fact

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was subscribed and sworn before me this _____ day of May, 2024, by Jill Denney, Attorney-In-Fact for Nancy B. Denney.

Notary Signature

Notary's Registration Number: _____

My Commission Expires: _____

Notary Public (SEAL)

Nota Bene: *Power of Attorney for Nancy B. Denney is recorded in the aforesaid Clerk's Office as Instrument No. _____.*

Tax Map Nos. 127-4 C1, 128-A 2A, 128-A 3A and 128-A 5
Parcel ID Nos. 004903, 023465, 023464 and 023466

**DECLARATION OF RESTRICTIONS
AND
RESERVATION OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS and RESERVATION OF EASEMENTS made this 1st day of May, 2024, by NANCY B. DENNEY, by and through her attorney in fact JILL DENNEY, referred to as "Declarant,"

W I T N E S S E T H

WHEREAS, Declarant is the sole owner of all of that real estate as set forth and described on that certain plat L. J. Quesenberry, L.S., dated April 25, 2024, which plat is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, as Instrument No. 2024002163, which plat is incorporated herein by reference, and which property was acquired by Declarant by that Deed dated March 9, 1980 of record in the aforesaid Clerk's Office in Deed Book 427, Page 925 and Deed dated May 22, 1978 of record in the aforesaid Clerk's Office in Deed Book 399, Page 133.

WHEREAS, Declarant intends to sell certain tracts or parcels ("tracts") of said real estate and Declarant wishes to place certain restrictions on the use of such tracts.

NOW, THEREFORE, Declarant hereby places the following restrictions and uses on such real estate as follows:

1. No trailers, mobile homes, singlewide homes, doublewide homes, or similar homes may be placed on any tract at any time.

2. No structure of a temporary character, trailer, camper, RV, mobile home, basement (unless basement is a part of the house erected at the same time), tent, shack, garage, barn or other outbuildings shall be used on any tract at any time as a residence, either temporarily or permanently.

3. No commercial shooting ranges shall be allowed on any tract.

4. No unlicensed, untagged or disabled motor vehicles may be placed on any tract unless such vehicles are stored inside a building, which building must be of conventional construction and built pursuant to state building codes.

5. Horses may be kept on the real estate for recreational purposes only, however, commercial stables, livestock, feed lots, commercial farm operations, or similar intensive agricultural uses may not be maintained on any tract. If horses are kept on real estate, it will be the responsibility of the tract owner to install and maintain their own fence. Any fence along the shared road shall be board fencing.

6. No industrial or manufacturing activity may be conducted on any tract.

7. All buildings on any tract must be set back at least 35 feet from interior lot lines and 50 feet from the common road.

8. A nonexclusive 30' wide access easement is hereby reserved by Declarant, her heirs, successors and assigns along the existing 30' wide easement from Virginia Secondary Route No. 669 (Fairview Church Road) to the subject property for ingress and egress as shown on the aforesaid plat as points A-J, for the benefit of the owners and heirs, successors and assigns of all tracts.

9. A nonexclusive 20' wide access easement is hereby reserved by Declarant, her heirs, successors and assigns along the existing 20' wide easement from the end of the aforesaid 30' wide easement to the subject property for ingress and egress as shown on the aforesaid plat as points J-Y for the benefit of the owners and heirs, successors and assigns of all tracts.

10. A 20' wide utility easement is reserved on both sides of the aforesaid 20' wide access easement from points J-Y for the purpose of electrical, telephone, water, sewer and other utilities, and a 10' wide utility easement is reserved along either side of all interior lot lines to be created. Further a 10' utility easement is reserved along the eastern line of Lot 1 from the "AEP Pole" as shown on the above referenced survey along the southern border of Lots 1, 2 and 3 to provide underground power to Lots 2, 3 and 4.

11. The tract owners, including the Declarant, so long as she still owns one or more tracts, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the restrictions stated herein or to prevent the violation or breach of any of them or to seek damages for the said violations and shall have the right to recover from the breaching party all attorney's fees and costs resulting from the enforcement of these restrictions.

Any judgement for damages, costs and/or attorney's fees rendered against an owner pursuant hereto shall constitute a lien upon the property upon which such violation occurred.

The failure by any owner or Declarant to seek enforcement of any of the terms and provisions hereof shall not render this Declaration invalid. The invalidation of any one or more of the Restrictive Covenants hereof or any single provision, sentence, clause or phrase contained therein, by any Court of competent jurisdiction shall not affect the remainder of this Declaration, which shall remain in full force and effect.

Should the defaulting owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder, within thirty (30) days of the date of judgment, the prevailing lot owners, or their successors and assigns, shall have the right to interest on such liens at the rate of twelve per centum (12%) per annum and shall be entitled to receive all costs of collection, including reasonable attorney's fees.

No violation or breach of the foregoing shall be superior to any valid lien on the property by a lender without written notice of such violation or breach at the time said lien is placed on the property.

The Restrictions created herein shall run with the land and shall be binding on the aforementioned lots and parcels for a period of forty (40) years from the date of this Declaration, after which time they shall automatically be extended for successive periods of ten (10) years.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, pursuant to the authority of a power of attorney dated July 4, 2023, recorded in the aforesaid Clerk's Office as Instrument No. 230001108, which power of attorney is valid and unrevoked, Linda Diane Wright has executed this Deed affixing her name and seal hereto in the name of James M. Wright as his Attorney in Fact.

Nancy B. Denney

BY: _____
Jill Denney, her Attorney-In-Fact

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was subscribed and sworn before me this _____ day of May, 2024, by Jill Denney, Attorney-In-Fact for Nancy B. Denney.

Notary Signature

Notary's Registration Number: _____

My Commission Expires:

Notary Public (SEAL)

Nota Bene: ***Power of Attorney for Nancy B. Denney recorded in the aforesaid Clerk's Office as Instrument No. _____.***

2023001397.001

Current Road Maintenance Agreement with neighbor
on portion of Parcel ID #023464 & #023465 shared road
from Fairview Church to beginning of 4 lot subdivision.
Example: New Owners 50%
Jeff Dean 50%

This Instrument Was Prepared By:
Hunter, Smith & Davis, LLP
Attorneys at Law, P.O. Box 3740, Kingsport, Tennessee 37664

INGRESS AND EGRESS EASEMENT AGREEMENT

THIS INGRESS AND EGRESS EASEMENT AGREEMENT ("Agreement"), dated as of MARCH 10, 2023, is made by and between **James F. Denney and Nancy B. Denney** (herein collectively "Denney") and **Jeffrey L. Dean and Marlo B. Dean** (herein collectively "Dean") to wit:

RECITALS:

A. Denney owns the property being more particularly described in Exhibit A attached hereto for the purpose of gaining access to and from other property owned by Denney to Va. Sec. Rte. #669, known as Fairview Church Road (the "Denney Property"); and

B. Dean owns, or is in the process of acquiring the property adjacent to the Denney Property more particularly described in Exhibit B (the "Dean Property"); and

C. Pursuant to the terms and conditions of this Agreement, Denney has agreed to grant an easement for pedestrian and vehicular ingress and egress over the Denney Property for the benefit of the Dean Property.

NOW, THEREFORE, in consideration of the foregoing Recitals and in consideration of the parties' mutual covenants and undertakings set forth below, Denney and Dean do hereby agree as follows:

1. **Grant of Easement.** Denney hereby grants, conveys and creates for the benefit of the Dean Property, a 30-foot wide (more or less) non-exclusive easement, for vehicular and pedestrian ingress and egress for access to and from Va. Sec. Rte. #669 known as Fairview Church Road, in, on, over and across the Denney Property as shown as cross-hatched on Exhibit C, which is attached hereto and made a part hereof (the "Easement Area").

2. **Easement Appurtenant.** The Easement Area shall be appurtenant to the Dean Property and the rights, privileges and benefits created and granted in this Agreement shall be deemed a covenant running with the Dean Property and shall be binding upon Denney and the Denney Property, and inure to the benefit of the Dean's and their respective heirs, legal representatives, successors and assigns.

3. **Upkeep and Maintenance.** Denney and Dean shall be responsible for maintaining the Easement Area on an equal basis. Dean shall also have the right, but not the obligation, to gravel and/or pave the Easement Area.

4. **Applicable Law.** This Agreement is made as a Virginia contract and shall be construed and applied according to the laws of the Commonwealth of Virginia.

[Signatures on following page]

2023001397.002

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Denney"

James F. Denney
James F. Denney

Nancy B. Denney
Nancy B. Denney

"Dean"

Jeffrey L. Dean
Jeffrey L. Dean
Marlo B. Dean
Marlo B. Dean

COMMONWEALTH OF VIRGINIA

COUNTY OF Montgomery

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainors, James F. Denney and Nancy B. Denney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 10 day of March 2023.

Miranda Karla Quisenberry
NOTARY PUBLIC

My commission expires: 03/31/24



2023001397.003

COMMONWEALTH OF VIRGINIA
COUNTY OF Montgomery

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainors, Jeffrey L. Dean and Marlo B. Dean, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 10 day of March, 2023.

Miranda Karla Quesenberry
NOTARY PUBLIC

My commission expires: 03/31/24

MIRANDA KARLA QUESENBERRY
Notary Public
Commonwealth of Virginia
7521604
My Commission Expires 03/31/2024

EXHIBIT A
(Denney Property)

All that tract or parcel of land, situate, lying and being in the Riner Magisterial District of Montgomery County, Virginia and being described as Parcels 2 and 3 in a Deed from Ralph C. Lucas and Fannie Sue Akers Lucas, his wife, and Roy Gray Lester and Dora Gae Lester, his wife, as Grantors, and James F. Denney and Nancy B. Denney, husband and wife, as Grantees, recorded in Deed Book 427, Page 925, Clerk's Office of Montgomery County, Va. and being more fully set forth herein:

Tract 1:

BEGINNING at a post and stone located in the southwest corner of the lands of Ralph C. Lucas a corner to George Hall, thence N 11° E 30 feet to a point, thence a new line S 82 1/2° W approximately 55 rods to the point where said line intersects the lands of Roy Gray Lester and Dora Gae Lester near the public road, thence S 11° W 30 feet to a point in the division line of George Hall, thence with George Hall 50 rods to the point of BEGINNING, containing approximately .4 of an acre.

Tract 2:

BEGINNING at a point connected with Tract 1 hereinabove described approximately 30 feet in width, adjacent to and extending in parallel lines with said Tract 1 hereinabove described, in a southeasterly direction bearing S 82 1/2° E approximately 937 feet to where said land intersects the public road, containing .1 of an acre. as is necessary to extend the above Tract 1 a distance necessary to connect the same with the public road (Fairview Church Road).

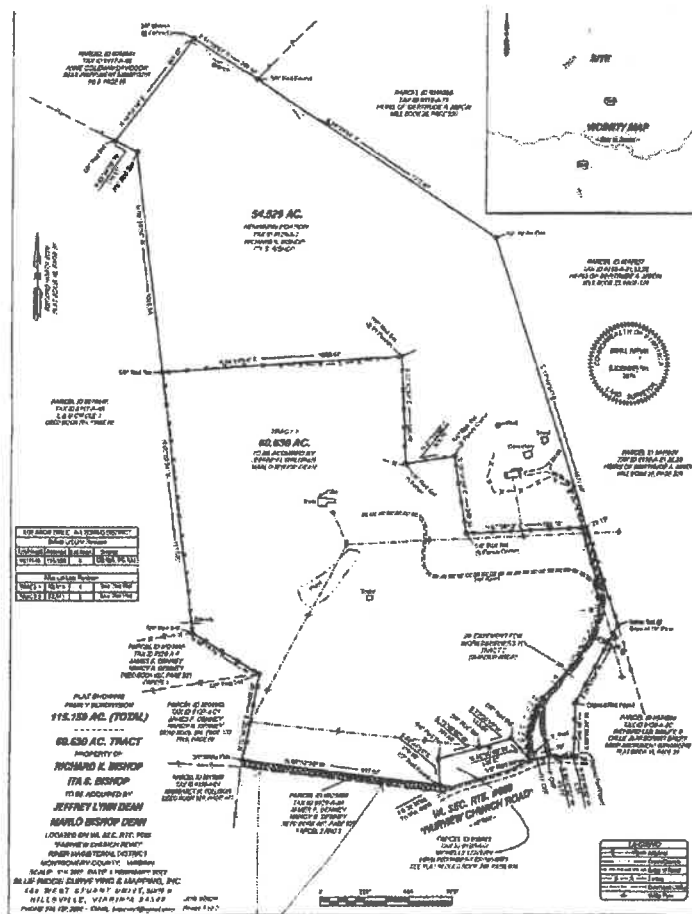
2023001397.005

EXHIBIT B
(Dean Property)

That 60.630 acre tract of land being a portion of the 115.159 acre tract of land owned by Richard K. Bishop and Ita S. Bishop located in the Riner Magisterial District of Montgomery County, Virginia and being shown on that certain Plat of the Family Subdivision prepared by Brian L. Sutphin, Land Surveyor (License Number 2679) of Blue Ridge Surveying & Mapping, Inc. dated February 1, 2023 as "Tract 1 60.630 ac. to be acquired by Jeffrey Lynn Dean and Marlo Bishop Dean".

EXHIBIT C
(Easement Area)

Being the tract of land owned by James F. Denney and Nancy B. Denney as described in Deed Book 427, Page 925, Clerks Office of Montgomery County, Virginia and being shown as the 30 foot (more or less) area between the southern boundary line of the 60.603 acre tract of land described on Exhibit B attached hereto (the Dean Property) and the fence line as shown on Exhibit C as cross-hatched.



Government Area

2023001397.007

INSTRUMENT # 2023001397
E-RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY ON
MARCH 20, 2023 AT 09:11AM

TIFFANY M. COUCH, CLERK
RECORDED BY: BMC

2024002163.001

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENT

Instrument Date: 4/25/2024

Instrument Type: OPM

Number of Parcels: 4 Number of Pages: 2

☐ City ☒ County MONTGOMERY COUNTY COURT
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

☐ Grantor: _____

☐ Grantee: _____

Business/Name

1 Grantor: DENNEY, NANCY B.

Grantor: _____

1 Grantee: DENNEY, NANCY B.

Grantee: _____

Grantee Address

Name: NANCY B DENNEY

Address: 1614 RUSTIC RIDGE RD

City: RINER State: VA Zip Code: 24149

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: _____ Original Page No.: _____ Original Instrument No.: _____

Prior Recording At: ☐ City ☐ County _____ Percentage In This Jurisdiction: 100%

Book Number: _____ Page Number: _____ Instrument Number: _____

Parcel Identification Number/Tax Map Number: 004903

Short Property Description: LOT C1

Current Property Address: FAIRVIEW CHURCH ROAD

City: RINER State: VA Zip Code: 24149

Instrument Prepared By: L. J. QUENSENBERRY Recording Paid By: PREMIER TITLE

Recording Returned To: PREMIER TITLE

Address: 2401 S MAIN ST SUITE E

City: BLACKSBURG State: VA Zip Code: 24060

RECORDED IN
MONTGOMERY COUNTY, VA
TIFFANY M. COUCH
CLERK OF CIRCUIT COURT

FILED Apr 29, 2024

AT 02:11 pm

INSTR # 2024002163

RMN

(Area Above Reserved For Deed Stamp Only)

Recorded Survey



2024002163.002

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM C – ADDITIONAL PARCELS

Instrument Date: 4/25/2024

Instrument Type: OPM

Number of Parcels: 4 Number of Pages: 2

[] City [X] County MONTGOMERY COUNTY COURT
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 023464

Short Property Description: LOT 3A

Current Property Address: FAIRVIEW CHURCH ROAD

City: RINER State: VA Zip Code: 24149

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

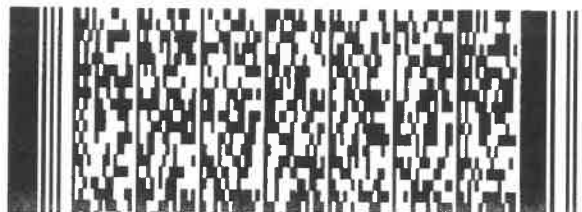
Parcel Identification Number/Tax Map Number: 023465

Short Property Description: LOT 2A

Current Property Address: FAIRVIEW CHURCH ROAD

City: RINER State: VA Zip Code: 24149

(Area Above Reserved For Deed Stamp Only)



2024002163.003

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM C – ADDITIONAL PARCELS

Instrument Date: 4/25/2024

Instrument Type: OPM

Number of Parcels: 4 Number of Pages: 2

[] City [X] County MONTGOMERY COUNTY COURT
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 023466

Short Property Description: LOT 5

Current Property Address: FAIRVIEW CHURCH ROAD

City: RINER State: VA Zip Code: 24149

Prior Recording At:

[] City [] County Percentage In This Jurisdiction:

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number:

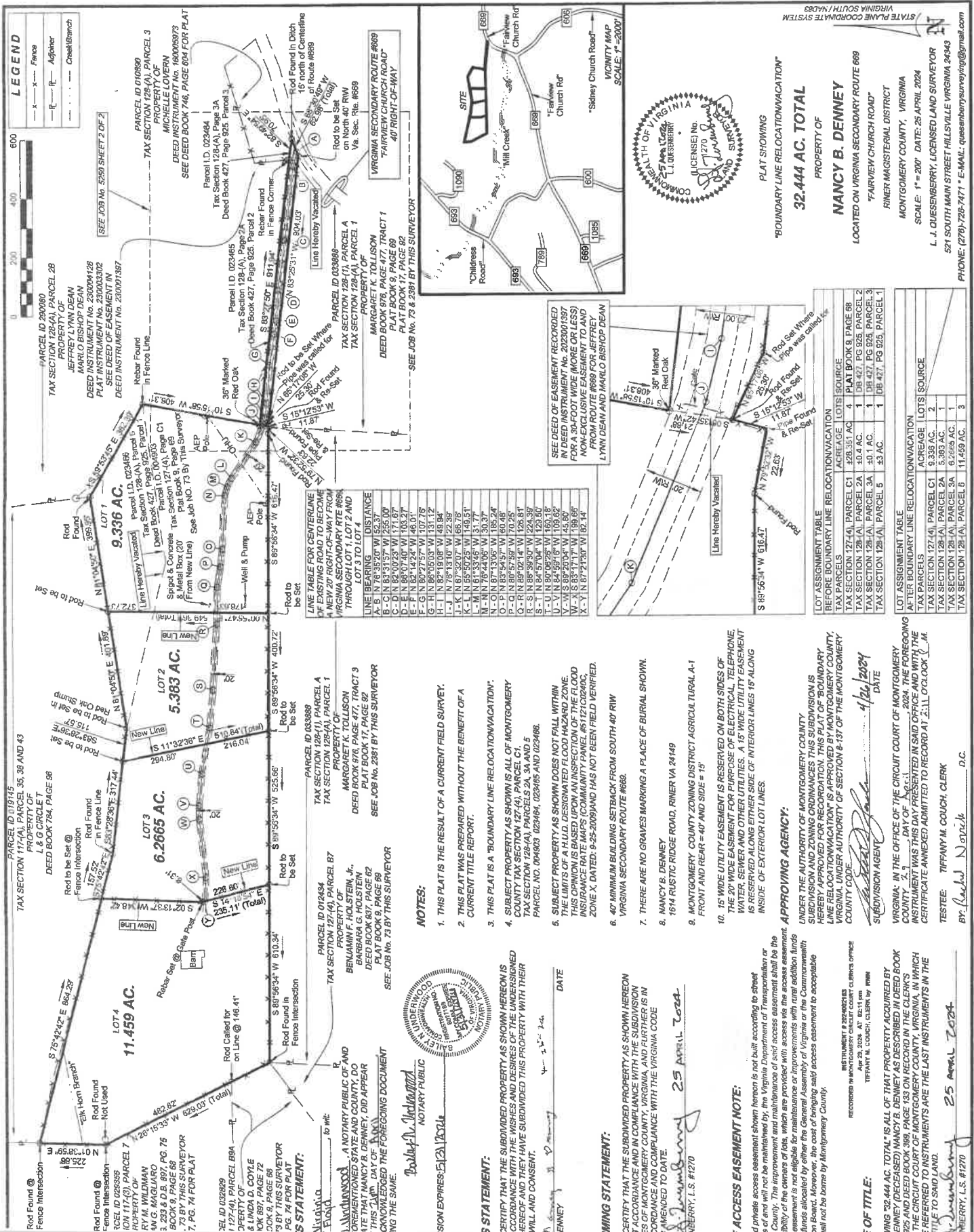
Short Property Description:

Current Property Address:

City: State: Zip Code:

(Area Above Reserved For Deed Stamp Only)





PLAT SHOWING
"BOUNDARY LINE RELOCATION/VACATION"

32.444 AC. TOTAL

PROPERTY OF
NANCY B. DENNEY

LOCATED ON VIRGINIA SECONDARY ROUTE 669
"FAIRVIEW CHURCH ROAD"

FINER MAGISTERIAL DISTRICT

MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 200' DATE: 25 APRIL 2024

L. J. QUEENBERRY, LICENSED LAND SURVEYOR
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
PHONE: (278) 728-7471 • E-MAIL: queenberrylandsurveying@gmail.com

2024002163.004



NOTARY PUBLIC
Commission Expires 5/21/2024

WARNING STATEMENT:

CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED HEREOF AND THEY HAVE SUBDIVIDED THIS PROPERTY WITH THEIR WILL AND CONSENT.

ACCESS EASEMENT NOTE:

Private access easement shown hereon is not built according to street standards and will not be maintained by the Virginia Department of Transportation or any other public agency. The improvement and maintenance of said access easement shall be the responsibility of the owners of lots, which are provided with access to the easement. This easement is not eligible for maintenance or improvements with state or federal funds allocated by either the General Assembly of Virginia or the Commonwealth of Virginia. Moreover, the cost of carrying said access easement to acceptable condition shall not be borne by Montgomery County.

OF TITLE:

32.444 AC. TOTAL* IS ALL OF THAT PROPERTY ACQUIRED BY NANCY B. DENNEY AS DESCRIBED IN DEED BOOK 925 AND DEED BOOK 389, PAGE 133 ON RECORD IN THE CLERK'S OFFICE OF MONTGOMERY COUNTY, VIRGINIA, IN WHICH THE INSTRUMENTS ARE THE LAST INSTRUMENTS IN THE TITLE TO SAID LAND.

25 April 2024

TIFFANY M. COUCH, CLERK

BY: *[Signature]* D.C.

DATE: 4/25/2024

SUBDIVISION AGENT

VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, THIS DAY OF APRIL 2024, THE FOREGOING INSTRUMENT WAS PRESENTED IN SAID OFFICE AND WITH THE CERTIFICATE ANNEXED ADMITTED TO RECORD AT 2:11 O'CLOCK P.M.

NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE RECORD.
3. THIS PLAT IS A "BOUNDARY LINE RELOCATION/VACATION".
4. SUBJECT PROPERTY AS SHOWN IS ALL OF MONTGOMERY COUNTY TAX SECTION 127-41, PARCEL C1.
5. TAX SECTION 128-41, PARCELS 2A, 3A AND 5.
6. PARCEL NO. 044903, 023484, 023465 AND 023468.
7. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A FLUO DESIGNATED FLOOD HAZARD ZONE.
8. THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL OR STATE INSURANCE RATE MAPS (COMMUNITY PANEL 85121C02A02).
9. ZONE X, DATED: 9-25-2009 AND HAS NOT BEEN FIELD VERIFIED.
10. 40' MINIMUM BUILDING SETBACK FROM SOUTH 40' R/W VIRGINIA SECONDARY ROUTE #669.
11. THERE ARE NO GRAVES MARKING A PLACE OF BURIAL SHOWN.
12. NANCY B. DENNEY
13. 16' H RUSTIC RIDGE ROAD, FINER VA 24149
14. FRONT AND REAR = 40' AND SIDE = 15'
15. 15' WIDE UTILITY EASEMENT IS RESERVED ON BOTH SIDES OF THE 20' WIDE EASEMENT FOR PURPOSE OF ELECTRICAL, TELEPHONE, WATER, SEWER AND OTHER UTILITIES. A 15' WIDE UTILITY EASEMENT IS RESERVED ALONG EITHER SIDE OF INTERIOR LINES 15' ALONG INSIDE OF EXTERIOR LOT LINES.

APPROVING AGENCY:

UNDER THE AUTHORITY OF MONTGOMERY COUNTY SUBDIVISION AND ZONING ORDINANCES THIS SUBDIVISION IS HEREBY APPROVED FOR RECORDATION. THIS PLAT OF "BOUNDARY LINE RELOCATION/VACATION" IS APPROVED BY MONTGOMERY COUNTY, VIRGINIA, UNDER AUTHORITY OF SECTION 8-137 OF THE MONTGOMERY COUNTY CODE.

SUBDIVISION AGENT

VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, THIS DAY OF APRIL 2024, THE FOREGOING INSTRUMENT WAS PRESENTED IN SAID OFFICE AND WITH THE CERTIFICATE ANNEXED ADMITTED TO RECORD AT 2:11 O'CLOCK P.M.

TIFFANY M. COUCH, CLERK

BY: *[Signature]* D.C.

DATE: 4/25/2024

SUBDIVISION AGENT

VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, THIS DAY OF APRIL 2024, THE FOREGOING INSTRUMENT WAS PRESENTED IN SAID OFFICE AND WITH THE CERTIFICATE ANNEXED ADMITTED TO RECORD AT 2:11 O'CLOCK P.M.

TIFFANY M. COUCH, CLERK

BY: *[Signature]* D.C.

DATE: 4/25/2024

SUBDIVISION AGENT

STATE PLANE COORDINATE SYSTEM
VIRGINIA SOUTH / NAD83

PARCEL ID 2300080
TAX SECTION 128-A(1), PARCEL 2B
PROPERTY OF
JEFFREY LYNN DEAN
MARLO BISHOP DEAN
DEED INSTRUMENT No. 230004126
PLAT INSTRUMENT No. 230003302

Parcel ID: 023465
Tax Section: 128-A(1), Page 2A
Deed Book 427, Page 925, Parcel 2

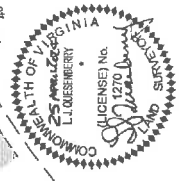
SEE DEED OF EASEMENT RECORDED IN DEED INSTRUMENT No. 2023001387
FOR A 30-FOOT WIDE (MORE OR LESS) NON-EXCLUSIVE EASEMENT AND
FROM ROUTE #689 FOR JEFFREY LYNN DEAN AND MARLO BISHOP DEAN

PARCEL ID 033808
TAX SECTION 128-A(1), PARCEL A
TAX SECTION 128-A(1), PARCEL 1
PROPERTY OF
MARCUS J. NELSON
DEED BOOK 376, PAGE 417, TRACT 1
PLAT BOOK 17, PAGE 92
SEE JOB No. 73 & 2381 BY THIS SURVEYOR

Parcel ID: 023464
Tax Section: 128-A(1), Page 3A
Deed Book 427, Page 925, Parcel 3
Rod Found in Ditch
15' north of Centerline
of Route #689

Line Herby Vociated

Rod to be Set
on 1/4 Sec. 166, 168
Via Sec. 166, 168



PLAT SHOWING
"BOUNDARY LINE RELOCATION/VACATION"

32.444 AC. TOTAL

PROPERTY OF

NANCY B. DENNEY

LOCATED ON VIRGINIA SECONDARY ROUTE #689

"FAIRVIEW CHURCH ROAD"

RIVER MAGISTERIAL DISTRICT

MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 50'

DATE: 26 APRIL 2024

L. J. QUISENBERRY, LICENSED LAND SURVEYOR

651 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

PHONE: (276) 726-7471 * E-MAIL: quisenberrylandsurveying@gmail.com

LEGEND	
---	Fence
---	Adjoiner
---	Crest/Etchmark



2024002163.005

SETEC

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

Offering #1 Soil Study

General Information

Date: 4/29/2024
 Applicant: James F. & Nancy B. Denny
 Address: 1614 Rustic Ridge Rd, Riner, VA 24149
 Directions to the Property: VA-8 S (4 mi), R on Rte 670/Dairy Rd (1.2 mi), R on Rte 669/Fairview Church Rd, 1.2 miles to driveway just past 2900 Fairview Church Rd (+/- 0.2 miles to property off Fairview Church Rd)
 Subdivision: Lot Line Revision for Nancy B. Denny
 Tax Map ID: 128-A 5 & 127-4 C1 (portion of)
 Montgomery County Health Department
 Phone #: (540) 239-2585 (Matt Gallimore)
 Lot: 1 (9.336 acres)
 Parcel ID: 023466 & 004903 (portion of)

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 12 %
3. Depth to rock/impervious strata: Max. 55" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 3
 No ☐ Estimated rate 50 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall PSS/AOSE

Signature:



- X** Site Approved: Gravelless absorption trenches dispersing septic tank effluent to be placed at 37" depth at site designated. Site provides a total of 960 square feet of absorption area for the primary drainfield and 480 square feet for reserve.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 4/12/2024 & 4/15/2024

Montgomery County Health Department

x See application sketch See construction permit

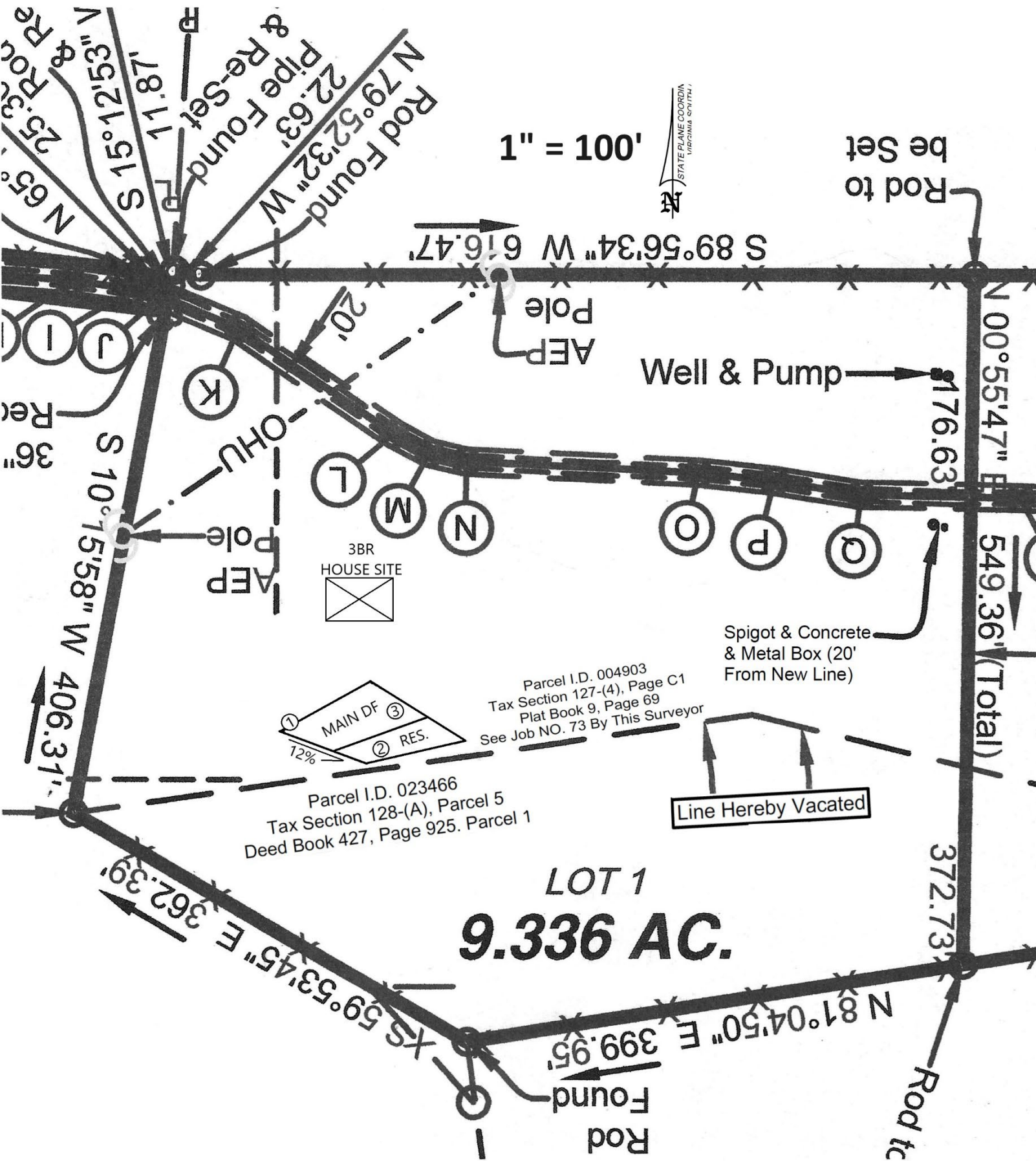
Subdivision: Lot Line Revision for Nancy B. Denny **Lot:** 1 **TM#:** 128-A 5 & 127-4 C1 (9.336 ac. on Fairview Church Rd)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-3	Brown (10YR 4/3) Loam	2
	BA	3-12	Dark Yellowish Brown (10YR 4/4) Silt Loam	3
	Bt	12-30	Brownish Yellow (10YR 6/6) Channery Clay Loam	3
	BC	30-55	Brownish Yellow (10YR 6/8) Channery Silt Loam	3
Auger 2	Ap	0-6	Brown (10YR 4/3) Loam	2
	BA	6-12	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	Bt	12-24	Brownish Yellow (10YR 6/6) Clay Loam	3
	BC	24-55	Brownish Yellow (10YR 6/8) Channery Silt Loam	3
Auger 3	Ap	0-3	Brown (10YR 4/3) Loam	2
	BA	3-12	Dark Yellowish Brown (10YR 4/4) Silt Loam	3
	Bt	12-30	Brownish Yellow (10YR 6/6) Channery Clay Loam	3
	BC	30-55	Brownish Yellow (10YR 6/8) Channery Silt Loam	3

DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS**Subdivision:** Lot Line Revision for Nancy B. Denny **Lot:** 1 **TM#:** 128-A 5 & 127-4 C1 (9.336 ac. on Fairview Church Rd)

Main DF		Reserve DF	
Type of system	Gravity Gravelless	Reserve Area Required	Yes
EPR	50	Type of Reserve	Gravity Gravelless
Slope %	12	EPR	50
# Bedrooms	3	Slope %	12
Gallons/Day	450	Gallons/Day	225
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Gravelless Trench Bottom Required per BR	282	Total Square Ft. of Gravelless Trench Bottom Required	423
Total Square Ft. of Gravelless Trench Bottom per BR in Design	320	Total Square Ft. of Gravelless Trench Bottom in Design	480
Total Square Ft. of Gravelless Trench Bottom Required	846	# Lines of Reserve	2
Total Square Ft. of Gravelless Trench Bottom in Design	960	Line Length (ft.)	80
# Lines Installed	4	Installed <24" from Rock or Other Impervious Strata	Yes
Length of Line Installed (ft.)	80	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	Yes	Width Required (ft.)	20
Centers (ft.)	10	Width in Design (ft.)	20
Width Required (ft.)	33	Installation Depth (inches into natural soil)	37
Installation Depth (inches into natural soil)	37	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	Existing Well
		Amount of Casing & Grout (ft.)	N/A

Subdivision: Lot Line Revision for Nancy B. Denny Lot: 1 TM#: 128-A 5 & 127-4 C1 (9.336 ac. on Fairview Church Rd)





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

Offering #2 Soil Study

General Information

Date: 4/29/2024
 Applicant: James F. & Nancy B. Denny
 Address: 1614 Rustic Ridge Rd, Riner, VA 24149
 Directions to the Property: VA-8 S (4 mi), R on Rte 670/Dairy Rd (1.2 mi), R on Rte 669/Fairview Church Rd, 1.2 miles to driveway just past 2900 Fairview Church Rd (+/- 0.2 miles to property off Fairview Church Rd)
 Subdivision: Lot Line Revision for Nancy B. Denny
 Tax Map ID: 128-A 5 & 127-4 C1 (portion of)
 Montgomery County Health Department
 Phone #: (540) 239-2585 (Matt Gallimore)
 Lot: 2 (5.383 acres)
 Parcel ID: 023466 & 004903 (portion of)

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 12 %
3. Depth to rock/impervious strata: Max. 55" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 3
 No ☐ Estimated rate 50 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall PSS/AOSE

Signature:

- X** Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 36" depth at site designated. Site provides a total of 1170 square feet of absorption area for the primary drainfield and 585 square feet for reserve.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 4/12/2024 & 4/15/2024

Montgomery County Health Department

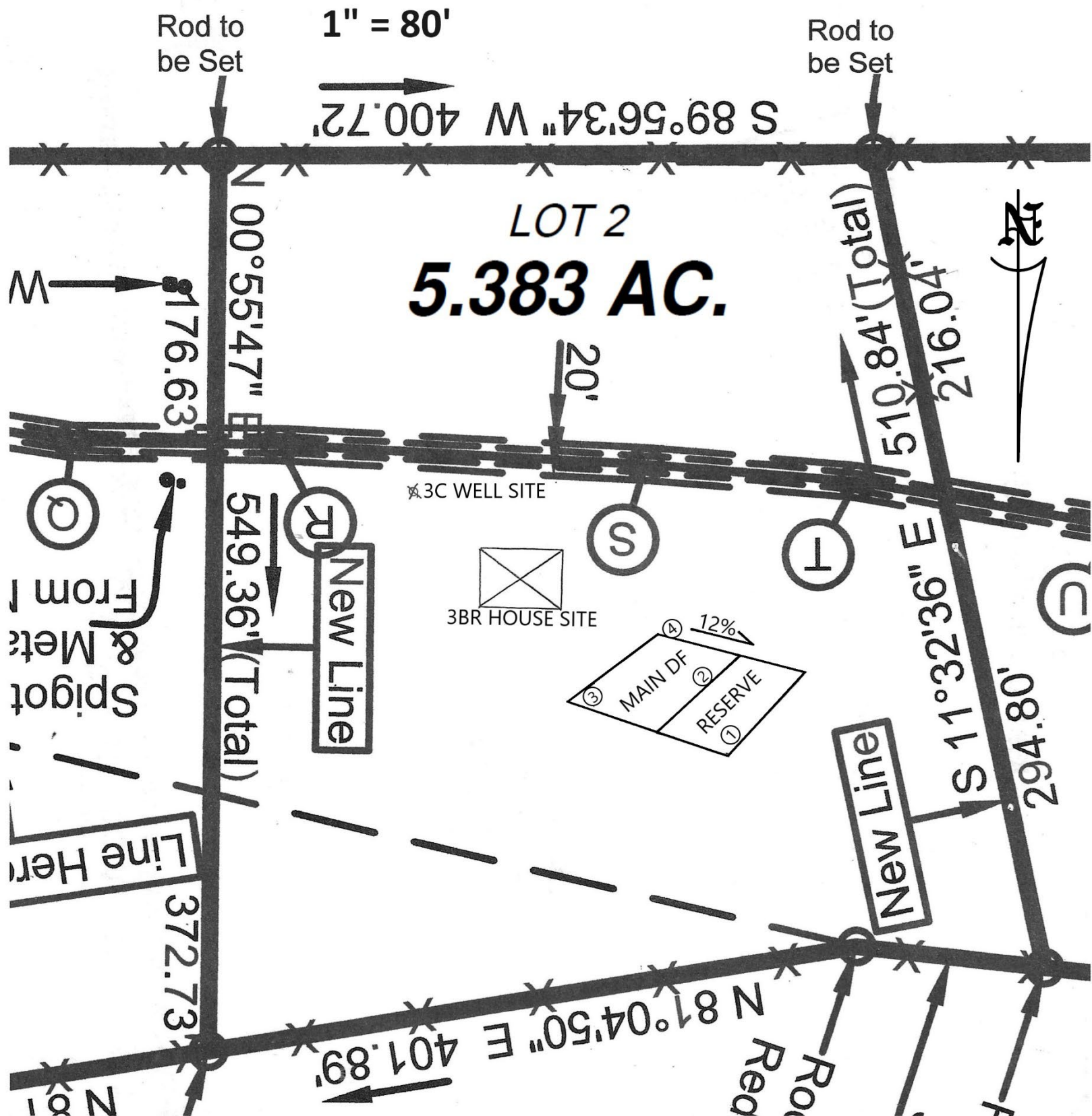
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Subdivision: Lot Line Revision for Nancy B. Denny **Lot:** 2 **TM#:** 128-A 5 & 127-4 C1 (5.383 ac on Fairview Church Rd)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-3	Dark Yellowish Brown (10YR 4/4) Loam	2
	BA	3-14	Strong Brown (7.5YR 5/6) Gravelly Loam	2
	Bw1	14-32	Light Brown (7.5YR 6/4) Gravelly Loam	2
	Bw2	32-55	Strong Brown (7.5YR 4/6) Gravelly Loam	2
Auger 2	Ap	0-3	Brown (10YR 4/3) Gravelly Loam	2
	BA	3-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	Bw1	6-16	Strong Brown (7.5YR 5/8) Gravelly Silt Loam	3
	Bw2	16-32	Yellowish Red (5YR 4/6) Gravelly Silt Loam	3
	Bw3	32-55	Reddish Yellow (7.5YR 6/6) Gravelly Silt Loam	3
Auger 3	Ap	0-6	Dark Yellowish Brown (10YR 4/4) Loam	2
	BA	6-12	Strong Brown (7.5YR 5/6) Gravelly Loam	2
	Bw1	12-20	Light Brown (7.5YR 6/4) Gravelly Loam	2
	Bw2	20-45	Strong Brown (7.5YR 4/6) Gravelly Loam	2
	2Bt	45-55	Reddish Yellow (7.5YR 6/6) Clay Loam	3
Auger 4	Ap	0-3	Brown (10YR 4/3) Gravelly Loam	2
	BA	3-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	Bw1	6-16	Strong Brown (7.5YR 5/8) Gravelly Silt Loam	3
	Bw2	16-32	Yellowish Red (5YR 4/6) Gravelly Silt Loam	3
	Bw3	32-55	Reddish Yellow (7.5YR 6/6) Gravelly Silt Loam	3

DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS**Subdivision:** Lot Line Revision for Nancy B. Denny **Lot:** 2 **TM#:** 128-A 5 & 127-4 C1 (5.383 ac on Fairview Church Rd)

Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	50	Type of Reserve	Gravity
Slope %	12	EPR	50
# Bedrooms	3	Slope %	12
Gallons/Day	450	Gallons/Day	225
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	376	Total Square Ft. of Trench Bottom Required	564
Total Square Ft. of Trench Bottom per BR in Design	390	Total Square Ft. of Trench Bottom in Design	585
Total Square Ft. of Trench Bottom Required	1128	# Lines of Reserve	3
Total Square Ft. of Trench Bottom in Design	1170	Line Length (ft.)	65
# Lines Installed	6	Installed <24" from Rock or Other Impervious Strata	Yes
Length of Line Installed (ft.)	65	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	Yes	Width Required (ft.)	30
Centers (ft.)	10	Width in Design (ft.)	30
Width Required (ft.)	53	Installation Depth (inches into natural soil)	36
Installation Depth (inches into natural soil)	36	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min



SETEC

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 E-mail: setec@soilandenvironmentaltechnology.com

Offering #3 Soil Study

General Information

Date: 4/29/2024
 Applicant: James F. & Nancy B. Denny
 Address: 1614 Rustic Ridge Rd, Riner, VA 24149
 Directions to the Property: VA-8 S (4 mi), R on Rte 670/Dairy Rd (1.2 mi), R on Rte 669/Fairview Church Rd, 1.2 miles to driveway just past 2900 Fairview Church Rd (+/- 0.2 miles to property off Fairview Church Rd)
 Subdivision: Lot Line Revision for Nancy B. Denny
 Tax Map ID: 127-4 C1 (portion of)
 Montgomery County Health Department
 Phone #: (540) 239-2585 (Matt Gallimore)
 Lot: 3 (6.2665 acres)
 Parcel ID: 004903 (portion of)

Soil Information Summary

- Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
- Slope 12 %
- Depth to rock/impervious strata: Max. >60" Min. 45" (MAIN DF), 40" (RES)
- Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
- Free water present No ☒ Yes ☐ range in inches
- Soil percolation rate estimated Yes ☒ Texture group 3
No ☐ Estimated rate 50 Min/inch
- Percolation test performed Yes ☐ Number of percolation test holes
No ☒ Depth of percolation test holes
Average percolation rate

Name and title of evaluator: David Hall PSS/AOSE

Signature:



- X** Site Approved: Gravelless absorption trenches dispersing septic tank effluent to be placed at 24" depth at site designated. Site provides a total of 900 square feet of absorption area for the primary drainfield and 600 square feet for reserve. The reserve will require TL-3 pretreatment.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 4/12/2024 & 4/15/2024

Montgomery County Health Department

x See application sketch

See construction permit

Subdivision: Lot Line Revision for Nancy B. Denny **Lot:** 3**TM#:** 127-4 C1 (6.2665 ac on Fairview Church Rd)

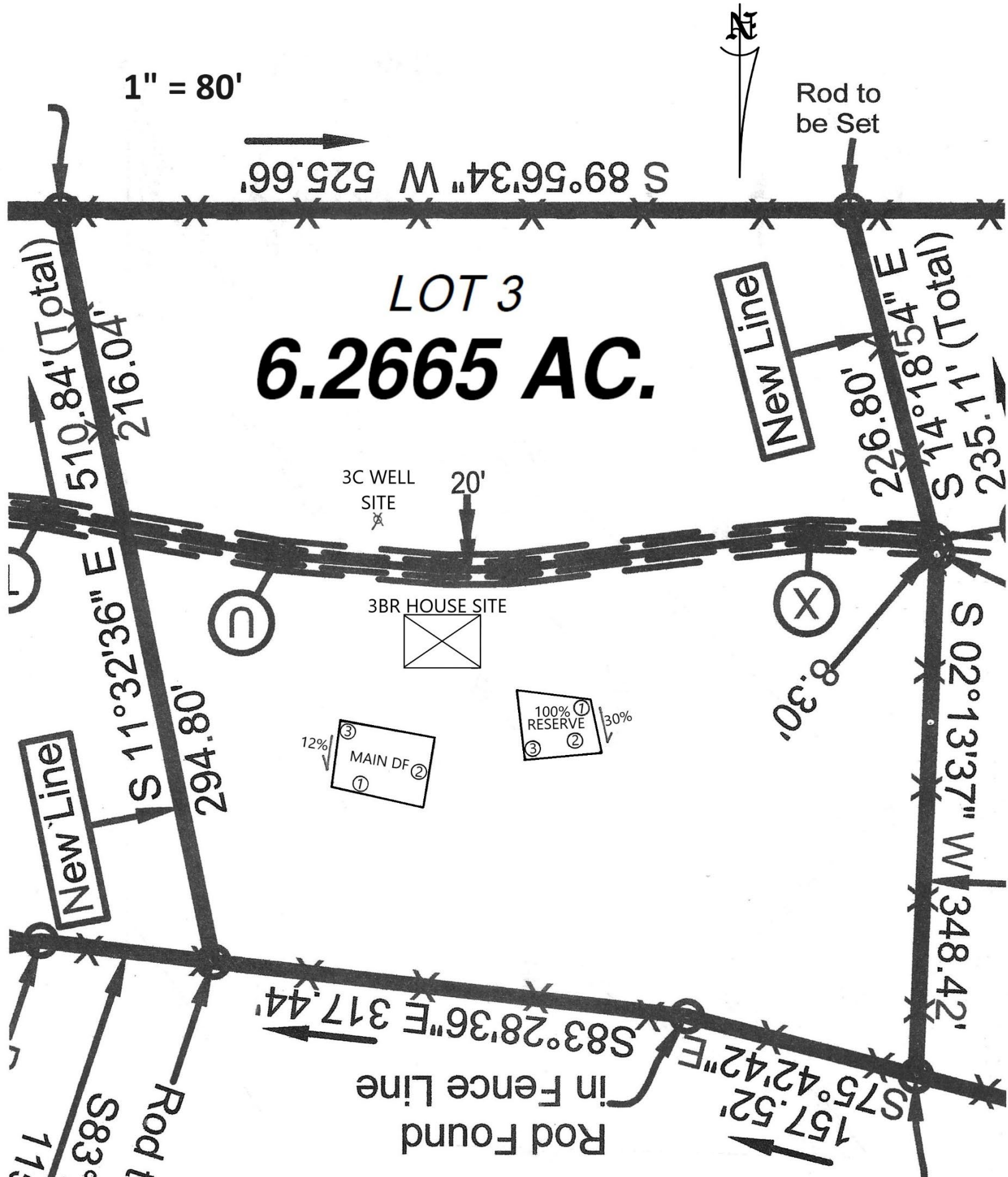
Hole #	Horizon	Depth (in)	Description	Texture Group
<u>MAIN DF</u>				
Auger 1	Ap	0-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	Bt1	6-30	Yellowish Brown (10YR 5/8) Clay Loam	3
	Bt2	30-45	Brownish Yellow (10YR 6/6) Clay Loam	3
	C	45-50	Yellowish Brown (10YR 5/4) Gravelly Loam	2
	Cr	50		-
Auger 2	Ap	0-8	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	Bw	8-30	Dark Yellowish Brown (10YR 4/6) Gravelly Silt Loam	3
	BC	30-60	Brownish Yellow (10YR 6/6) Silt Loam	3
Auger 3	Ap	0-6	Dark Brown (10YR 3/3) Gravelly Loam	2
	BE	6-16	Brown (10YR 5/3) Gravelly Silt Loam	3
	Bw1	16-30	Dark Yellowish Brown (10YR 4/6) Gravelly Silt Loam	3
	Bw2	30-45	Reddish Yellow (7.5YR 6/8) Silt Loam	3
	Cr	45		-
<u>RES DF</u>				
Auger 1	Ap	0-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	BA	6-12	Brown (10YR 4/3) Gravelly Loam	2
	Bw	12-24	Light Brown (7.5YR 6/3) Gravelly Loam	2
	2Bt	24-60	Reddish Yellow (7.5YR 6/8) Gravelly Clay Loam	3
Auger 2	Ap	0-5	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	BA	5-30	Brown (10YR 4/3) Gravelly Loam	2
	Bw	30-48	Light Brown (7.5YR 6/3) Gravelly Loam	2
	2Bt	48-60	Reddish Yellow (7.5YR 6/8) Gravelly Clay Loam	3
Auger 3	Ap	0-5	Dark Yellowish Brown (10YR 4/4) Gravelly Loam	2
	BA	5-30	Brown (10YR 4/3) Gravelly Loam	2
	Bw	30-42	Light Brown (7.5YR 6/3) Gravelly Loam	2
	AR	42	Rock	-

DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS**Subdivision:** Lot Line Revision for Nancy B. Denny **Lot:** 3**TM#:** 127-4 C1 (6.2665 ac on Fairview Church Rd)

Main DF		Reserve DF	
Type of system	Gravity Gravelless	Reserve Area Required	Yes
EPR	50	Type of Reserve	TL-3 Pretreatment into Conventional Lines
Slope %	12	EPR	50
# Bedrooms	3	Slope %	30
Gallons/Day	450	Gallons/Day	450
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Gravelless Trench Bottom Required per BR	282	Total Square Ft. of Trench Bottom Required	495
Total Square Ft. of Gravelless Trench Bottom per BR in Design	300	Total Square Ft. of Trench Bottom in Design	600
Total Square Ft. of Gravelless Trench Bottom Required	846	# Lines of Reserve	4
Total Square Ft. of Gravelless Trench Bottom in Design	900	Line Length (ft.)	50
# Lines Installed	5	Installed <24" from Rock or Other Impervious Strata	Yes
Length of Line Installed (ft.)	60	Centers (ft.)	12
Installed <24" from Rock or Other Impervious Strata	Yes	Width Required (ft.)	39
Centers (ft.)	10	Width in Design (ft.)	39
Width Required (ft.)	43	Installation Depth (inches into natural soil)	24
Installation Depth (inches into natural soil)	24	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min

Subdivision: Lot Line Revision for Nancy B. Denny Lot: 3

TM#: 127-4 C1 (6.2665 ac on Fairview Church Rd)



SETEC

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

Offering #4 Soil Study

General Information

Date: 4/29/2024
 Applicant: James F. & Nancy B. Denny
 Address: 1614 Rustic Ridge Rd, Riner, VA 24149
 Directions to the Property: VA-8 S (4 mi), R on Rte 670/Dairy Rd (1.2 mi), R on Rte 669/Fairview Church Rd, 1.2 miles to driveway just past 2900 Fairview Church Rd (+/- 0.2 miles to property off Fairview Church Rd)
 Subdivision: Lot Line Revision for Nancy B. Denny
 Tax Map ID: 127-4 C1 (portion of)
 Montgomery County Health Department
 Phone #: (540) 239-2585 (Matt Gallimore)
 Lot: 4 (11.459 acres)
 Parcel ID: 004903 (portion of)

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 22 %
3. Depth to rock/impervious strata: Max. 55" Min. 50" (Main DF), 48" (Res.)
4. Depth to seasonal water table (gray mottling or gray color) No ☐ Yes ☒ @ 48" (Main DF), 36" (RES)
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 3
 No ☐ Estimated rate 65 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall PSS/AOSE

Signature:



- X** Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 25" depth at site designated. Site provides a total of 1500 square feet of absorption area for the primary drainfield and 750 square feet for reserve. The reserve will require TL-2 pretreatment.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 4/12/2024 & 4/15/2024

Montgomery County Health Department

x See application sketch See construction permit

Subdivision: Lot Line Revision for Nancy B. Denny **Lot:** 4 **TM#:** 127-4 C1 (11.459 ac on Fairview Church Rd)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam; 30% Coarse Fragments	2
	BA	6-18	Brown (10YR 4/3) Gravelly Loam; 30% Coarse Fragments	2
	Bt	18-30	Brownish Yellow (10YR 6/6) Clay Loam	3
	BC	30-50	Brownish Yellow (10YR 6/8) Gravelly Silt Loam; 25% Coarse Fragments	3
Auger 2	Ap	0-5	Dark Yellowish Brown (10YR 4/4) Gravelly Loam; 30% Coarse Fragments	2
	BA	5-30	Brown (10YR 4/3) Channery Silt Loam; 35% Coarse Fragments	3
	Bw	30-48	Brownish Yellow (10YR 6/8) Gravelly Silt Loam; 25% Coarse Fragments	3
	2Bt	48-55	Light Yellowish Brown (10YR 6/4) Clay Loam; common Gray (10YR 6/1) redox depletions	3
Auger 3	Ap	0-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam; 30% Coarse Fragments	2
	BA	6-18	Brown (10YR 4/3) Gravelly Loam; 30% Coarse Fragments	2
	Bt	18-30	Brownish Yellow (10YR 6/6) Clay Loam	3
	BC	30-55	Brownish Yellow (10YR 6/8) Gravelly Silt Loam; 25% Coarse Fragments	3
Auger 4	Ap	0-6	Dark Yellowish Brown (10YR 4/4) Gravelly Loam; 30% Coarse Fragments	2
	BA	6-20	Brown (10YR 4/3) Channery Silt Loam; 35% Coarse Fragments	3
	Bw	20-36	Brownish Yellow (10YR 6/8) Gravelly Silt Loam; 25% Coarse Fragments	3
	2Bt	36-48	Light Yellowish Brown (10YR 6/4) Clay Loam; common Gray (10YR 6/1) redox depletions	3

DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS**Subdivision:** Lot Line Revision for Nancy B. Denny **Lot:** 4**TM#:** 127-4 C1 (11.459 ac on Fairview Church Rd)

Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	65	Type of Reserve	TL-2 Pretreatment into Conventional Lines
Slope %	22	EPR	65
# Bedrooms	3	Slope %	22
Gallons/Day	450	Gallons/Day	225
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	496	Total Square Ft. of Trench Bottom Required	490
Total Square Ft. of Trench Bottom per BR in Design	500	Total Square Ft. of Trench Bottom in Design	750
Total Square Ft. of Trench Bottom Required	1488	# Lines of Reserve	5
Total Square Ft. of Trench Bottom in Design	1500	Line Length (ft.)	50
# Lines Installed	5	Installed <24" from Rock or Other Impervious Strata	No
Length of Line Installed (ft.)	100	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	No	Width Required (ft.)	43
Centers (ft.)	10	Width in Design (ft.)	43
Width Required (ft.)	43	Installation Depth (inches into natural soil)	24
Installation Depth (inches into natural soil)	25	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min

