



# 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** – Jennifer A Mckeown Estate by and through Jeannine Archibald

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

**AUCTION DATE** – Thursday, June 6<sup>th</sup>, 2024 at 4 PM

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

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

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

**OFFERING** –

**Legally described as:**

1. Parcel ID 11492; Tax ID: 19-109D; Deed 02-0003119; Consisting of +/- 10.26 acres and improvements

**Address: 228 Ananda Way NE, Check, VA 24072**

**Online Bidding Open NOW**

**Online Bidding Closes on Thursday, June 6<sup>th</sup>, 2024 at 4 PM (EST)**

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

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

## **Online Auction Terms & Conditions**

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

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, July 22<sup>nd</sup>, 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) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

- 18) **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](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker 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](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

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

**Firm State License #'s**

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

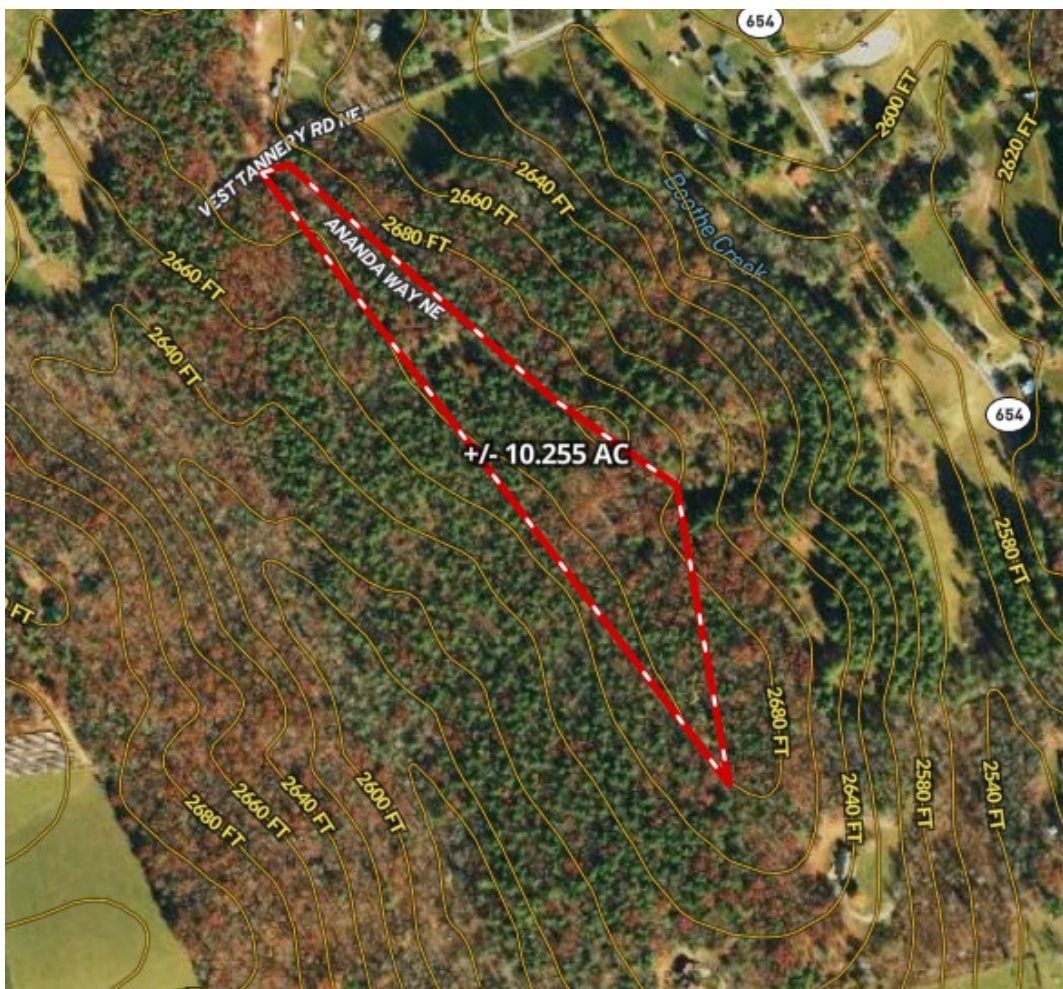
# Aerial



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

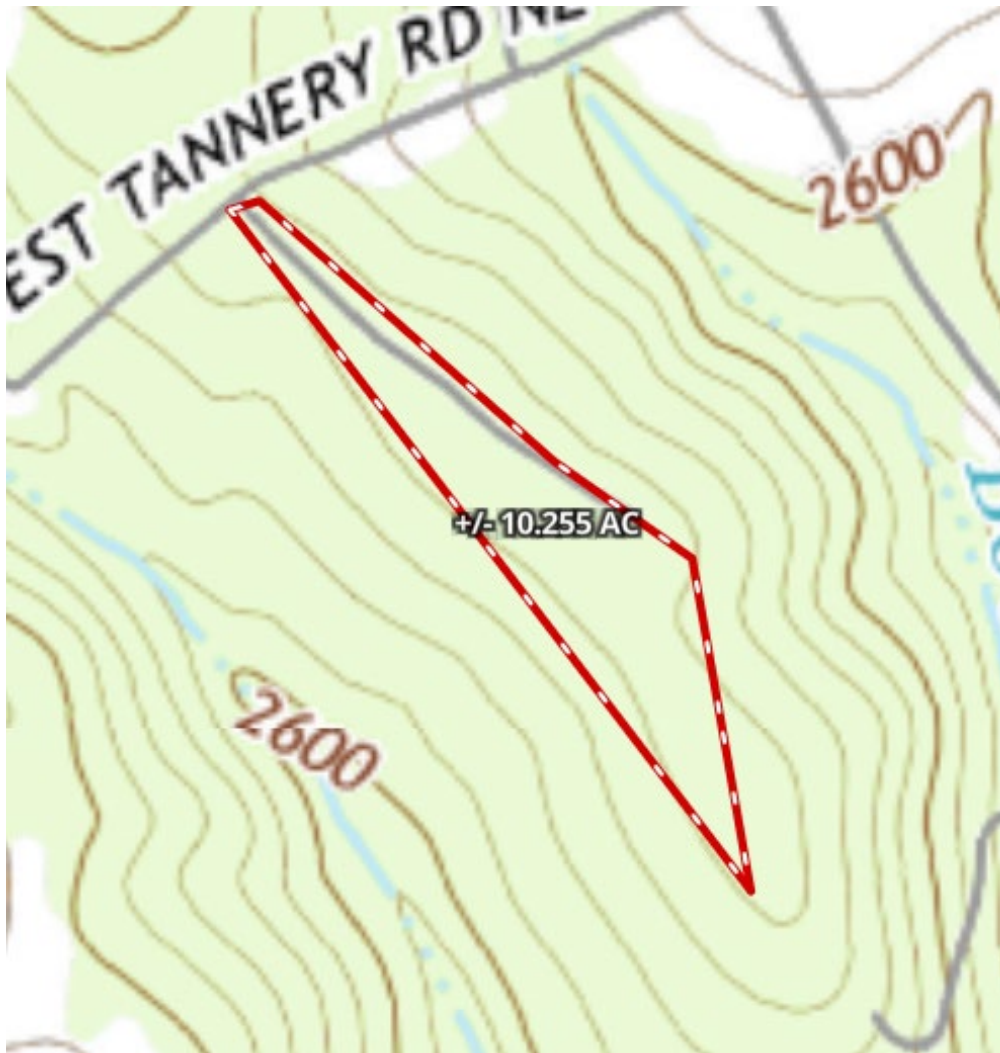


# Contour



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

# Topo



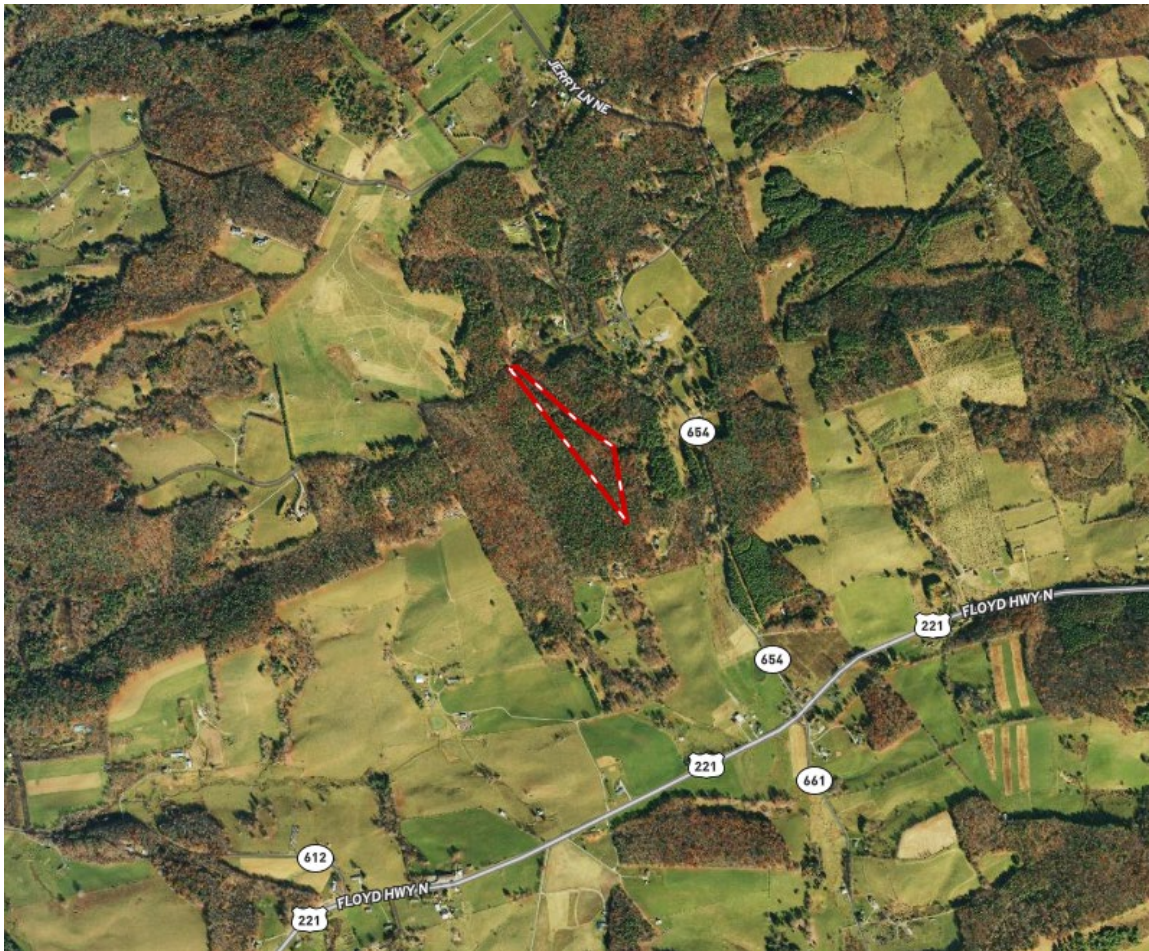
**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Neighborhood

228 Ananda Way,  
Check, VA 24072





# Location

228 Ananda Way,  
Check, VA 24072



PROPERTY

Parcel Information

Parcel Record Number (PRN) **11492** Town/District **LOCUST GROVE**

Account Name **MCKEOWN JENNIFER A ESTATE**

Account Name 2

Care Of **C/O JEANNINE ARCHIBALD**

Address1 **326 HOUSTON AVE NE**

Address2

City, State Zip **ROANOKE, VA 24012**

Business Name

Location Address(es)

228 ANANDA WAY

FRONTS ON 662

VA

VA

Map Number

Map Number Sheet Insert DoubleCircle Block Lot SubLot

**019 109D 019** **109 D**

Total Acres **10.26**

Deed **UNK-02-0003119**

Will **WILL-23-0000101**

Plat **NONE**

Route 662

Legal Desc 1 PINE CREEK PC1-139A

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	<b>\$42,400</b>	<b>\$42,400</b>
Main Structures	<b>\$0</b>	<b>\$0</b>
Other Structures	<b>\$4,300</b>	<b>\$4,300</b>
TOTALS	<b>\$46,700</b>	<b>\$46,700</b>

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
MCKEOWN JENNIFER A	\$0	WILL-23-0000101	1	06/23/2023
	\$0	UNKNOWN-02-0003119	1	10/25/2002

Land Segments

Seg	Description	Size	AdjRate	Value
1	HOMESITE WD	1.00	\$10,000	\$10,000

2	RESIDUAL	9.26	\$3,500	\$32,400
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Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	MH HOOKUP	MH HOOKUP	SOUND VALUE	1	\$0.00	MANUAL	1.00	1990	\$4,000
2	FR STORAGE	FR STORAGE	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$300



REFERENCE: DEED BOOK 170, PAGE 79/  
FLOYD COUNTY TAX MAP: PART OF 19-109

## OWNERS STATEMENT

ON THIS THE 30<sup>th</sup> DAY OF JANUARY, 1990, THE PROPERTY SHOWN HEREON HAS BEEN DIVIDED ACCORDING TO THE WISHES AND DESIRES OF THE OWNERS.

Jeffrey D. Vaughn  
JEFFREY D. VAUGHN

Rhonda T. Vaughn  
RHONDA T. VAUGHN

NOTARY'S STATEMENT

STATE OF VIRGINIA  
COUNTY OF FLOYD  
TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED  
BEFORE ME THIS 30 DAY OF January, 1990, BY  
JEFFREY D. VAUGHN AND RHONDA T. VAUGHN.  
MY COMMISSION EXPIRES: 1-8-93

Dawn C. Wood  
NOTARY PUBLIC

SOURCE OF TITLE

THE PROPERTY SHOWN HEREON IS THAT PROPERTY  
ACQUIRED BY JEFFREY D. VAUGHN AND RHONDA T. VAUGHN FROM  
DAVID E. KING, ANNETTE W. KING, JAMES B. VEST, AND  
VEST BY DEED DATED 6 NOVEMBER, 1989 AND  
RECORDED IN DEED BOOK 170, PAGE 791 OF THE CLERKS  
OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY,  
VIRGINIA.

Mari D. Stine  
MARI D. STINE CLS 1054

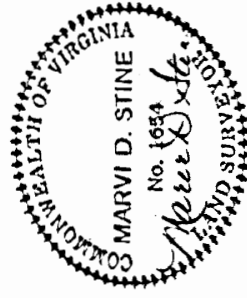
## APPROVAL AND ACCEPTANCE

THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED  
IN ACCORDANCE WITH EXISTING SUBDIVISION  
REGULATIONS AND MAY BE SUBMITTED FOR  
RECORDATION.

Robert L. Brink 1-30-90

I CERTIFY THAT THE DEED FOR THESE LOTS SHALL CONTAIN A STATEMENT ADVISING THAT THE LOTS IN QUESTION HAVE NOT BEEN TESTED FOR SEWAGE DISPOSAL SUITABILITY AND THAT PURCHASERS AGREE TO PURCHASE THE LOTS WITH UNDERSTANDING OF SAME.

Phyllis D. Vaughn Rhonda S. Vaughn  
PHYLLIS D. VAUGHN RHONDA T. VAUGHN

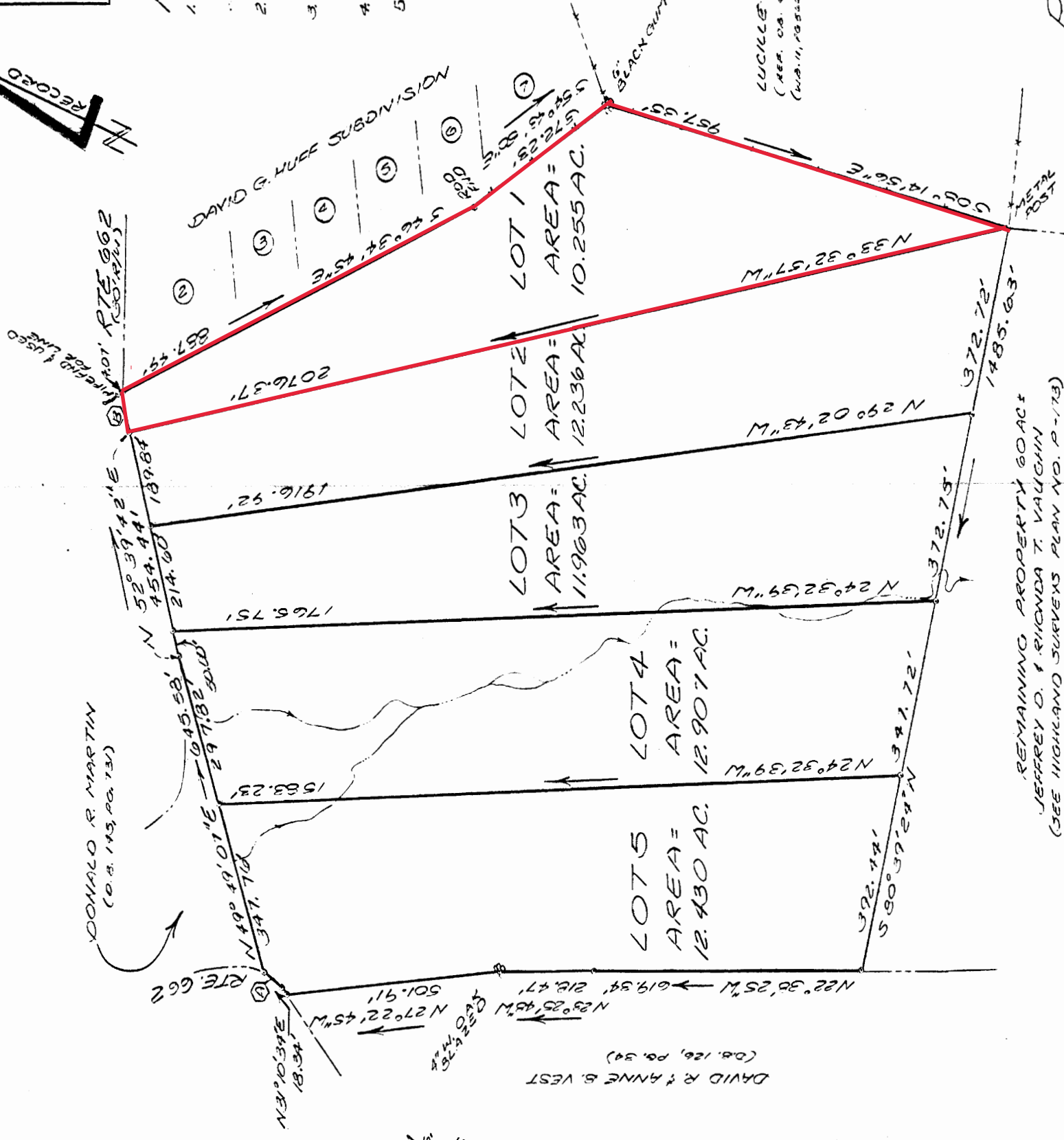


HIGHLAND SURVEYS  
CHRISTIANSBURG, VIRGINIA

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, MARCH 22, 1990, at 9:38, P. M. This Map received in office, and, admitted to record.

Teste: Margaret K. Kammann Clerk

CURVE TABLE		
	DELTA	RADIUS
A	36° 42' 37"	75.00
B	06° 14' 23"	685.00



REMAINING PROPERTY 60 AC ±  
JEFFREY O. & RHONDA T. VAUGHN  
(SEE HIGHLAND SURVEY'S PLAN NO. D-173)

## PLAT

SHOWING SUBDIVISION  
OF PROPERTY FOR

JEFFREY D. & RHONDA T. VAUGHN  
LOCATED IN  
LITTLE RIVER MAGISTERIAL DISTRICT  
FLOYD COUNTY, VIRGINIA  
9 JANUARY, 1990  
SCALE: 1"=200'

NOTES:

1. SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD DESIGNATED FLOOD HAZARD ZONE.
2. THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT.
3. 14" IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
4. TOTAL AREA SURVEYED: 59.191 ACRES.
5. BUILDING- SET BACK LINE- 35 FEET

LUCILLE V. WILSON  
(REF. O.B. 46, PG 311)  
(W.B. 11, PG 522; W.B. 13, PG. 390)

VICINITY MAP  
SCALE: 1"=2000'



PLAN No P-173A

## Well & Septic Records



**COMMONWEALTH OF VIRGINIA  
VIRGINIA DEPARTMENT OF HEALTH**

Floyd County Health Department  
POB 157

Floyd, Virginia 24091  
(540) 745-2141

July 12, 2006

Jennifer Mckeown  
228 Ananda Way  
Check, Virginia 24072

Subject: Sewage Disposal System Construction Permit 06-131-4154  
Subdivision:      Section:      Lot:

Tax Map ID 19-109-85

Dear Jennifer Mckeown:

Enclosed is a copy of your construction permit and other pertinent data in reference to your application for a sewage disposal system and/or water supply construction permit, I.D. No. 06-131-4154. At this time you may begin construction of this system, which must comply with all requirements on the enclosed permit. If you feel any changes are necessary, please contact me prior to construction at the Floyd County Health Department at (540) 745-2141 between 8:00 a.m. and 9:00 a.m.

Once your septic system has been installed and inspected, you will need the following before a permit to operate can be issued: **completion statement from the installer.**

Please make sure that your name and permit number 06-131-4154 are included on all correspondence submitted to this office in reference to this permit. The enclosed permit should be treated like an important document and should be kept with the deed to the property. This permit is not transferrable.

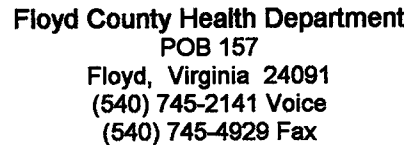
This authorization is null and void if conditions are changed from those shown on the application or conditions are changed from those shown on the attached construction drawings, plans and specifications. No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved by the Floyd County Health Department or unless expressly authorized by the Floyd County Health Department. Any part of any installation which has been covered prior to approval shall be uncovered if necessary, upon the direction of the Department.

This authorization to construct a sewage disposal system expires: **January 12, 2008.**

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe Brunk".

Joseph Brunk  
Environmental Health Specialist Senior



**Health Department ID Number: 06-131-4154**

<b>Owner / Agent Information</b>	
Owner: Jennifer McKeown 228 Ananda Way Check, Virginia 24072 Owner Phone: (540) 651-8880	
<b>Location Information</b>	
Property Address: 228 Ananda Way Locality: Floyd Directions: N. 221 to left on King Store Rd. 9/10 of mile Left onto Vest Tannery Rd, Left onto Ananda Way got to 2 trailers at clearing	Tax Map: 19-109-85
<b>General Information</b>	
System Type: septic tank effluent and drainfield Type of Property: Residential	Daily Flow: 300 gallons Number of Bedrooms: 2 maximum
<b>Sewer Line</b>	<b>Distribution Box Information</b>
4" Sch. 40 PVC or equivalent (cleanouts required at 50' to 60' intervals)	No. of Boxes: No. of Outlets: Existing system
<b>Conveyance Line / Force Main Information</b>	<b>Header Line Information</b>
Method: Gravity Distribution Box Material: Minimum crush strength 1500# Pipe Diameter: " Minimum Slope: 6" per 100' (only for non-pump)	
<b>Septic Tank - Inlet Outlet Structure</b>	<b>Percolation Lines and Absorption Area</b>
Capacity: 1000 gallons Existing system	Existing system
<b>Please Note:</b> Divert roof drains and surface water from drainfield area. Existing trailer to be permanently disconnected.	

## Construction Drawing

HD ID #: 06-131-4154

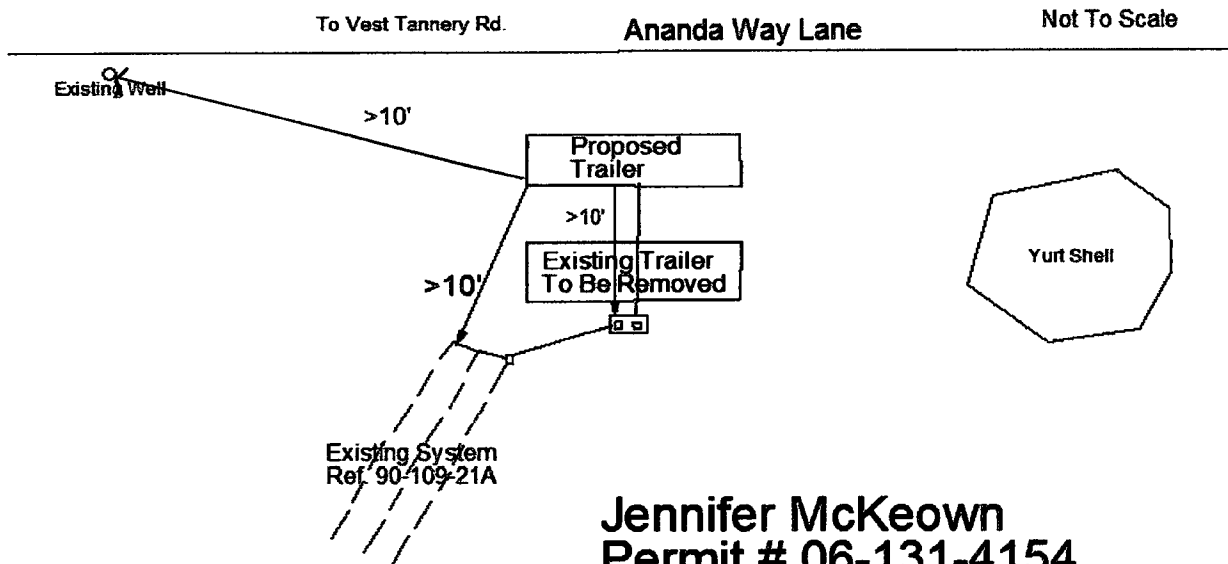
### Owner Information

Jennifer McKeown  
228 Ananda Way  
Check, Virginia 24072

Phone: (540) 651-8880

### Construction Drawing

Schematic drawing of sewage disposal system and topographic features.



Jennifer McKeown  
Permit # 06-131-4154  
Grid # 19-109-85

This sewage disposal system construction permit is null and void if conditions are changed from those shown on the application or construction permit. No part of any installation may be covered or used until inspected, corrections made if necessary and the system is approved. The inspection will normally be made by the system designer, who may be an AOSE, PE, or EHS. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon direction of the Department or the system designer.

System Design By: Joseph Brunk ; Site Evaluation By: Joseph Brunk

  
Joseph Brunk

July 12, 2006  
Issue Date

January 12, 2008  
Expiration Date



ref: 90-131-131

JB

Commonwealth of Virginia

6-30-06

Application for a Sewage Disposal and/or Water Supply Permit

JG

\$2500 fee 22143141

Health Department ID #: 06-131-4154

To Be Completed By the Applicant (All sections must be completed; do not leave blank spaces.)

Type of sewage system: ☐ New ☐ Repair ☐ Expanded ☐ Conditional ☐ Renewal  
 FHS/VA ☐ Yes ☐ No Case No. \_\_\_\_\_

Owner of Property: Jennifer McKee

Phone (home) 540-651-8880  
(work) \_\_\_\_\_Mailing Address: 228 Ananda Way  
Check Va. 24072

Agent: \_\_\_\_\_

Phone \_\_\_\_\_

Address: \_\_\_\_\_

Address of property: Road name: 228 Ananda Way town: Check

Directions to property: W. 221 pass Valley - at bottom of hill (1) onto King Store Rd.  
9/10 of mile (1) onto West Turnery Rd - up short steep hill (1) onto Ananda Way  
go to 2 trailers at clearing

Subdivision \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Other Property Identification: Tax map grid and parcel 19-109-21A

Dimension/size of lot or property 10.25 acres

## Other Application Information

I. Building/facility  
Intermittent use☒ New  
☐ Yes☐ Existing  
☒ No If yes, describe: \_\_\_\_\_

## II. Residential Use

☒ Yes  
☐ Yes☐ No  
☒ No

Termite treatment

Single family dwelling: number of bedrooms 2

Multi-family dwelling: number of units \_\_\_\_\_ No. of bedrooms per unit \_\_\_\_\_

Basement

☐ Yes☒ No

If yes, is it a walk-out basement?

☐ Yes☐ No

Fixtures in Basement

☐ Yes☐ No

## III. Commercial Use

☐ Yes☒ No

Describe: \_\_\_\_\_

Commercial/Wastewater

☐ Yes☒ No

Number of Patrons \_\_\_\_\_ No. of employees \_\_\_\_\_

If yes, give volumes and describe \_\_\_\_\_

## IV. Water Supply:

Public:  
Private:☐ New  
☐ New☐ Existing  
☒ Existing

Describe: \_\_\_\_\_

## V. Proposed Sewage Disposal Method:

Onsite Sewage Disposal System: ☒ existing. Septic tank & drainfield☐ LPD☐ Mound☐ Other \_\_\_\_\_☐ Public sewerage system

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

The property lines and building location are clearly marked and the property is sufficiently visible to see the topography. I give permission to the Health Department to enter onto the property described for the purpose of processing this application.

Signature of Owner/Agent

6/20/06  
Date

## INSTRUCTIONS FOR WELL & SEPTIC APPLICANTS

Our goal at the Health Department is to process your application as quickly as possible. Sometimes we take longer to process applications because of our workload, the weather, or need for a backhoe to evaluate the soil. These delays are unavoidable. At other times we are delayed because applicants have not provided us with the information we need to process applications quickly. **We cannot accept incomplete applications.** In order for us to do our job properly, applicants need to provide us with the following:

- A) A complete application, including an accurate site sketch
- B) Clear directions to the property
- C) The property corners and house site must be staked on the property
- D) A copy of a zoning verification letter if required by the county or city.

This checklist is provided to assist you with our application process. All items listed *must be completed by the applicant* before the application will be accepted by the Health Department. If you have questions or need assistance with the application, one of our Environmental Health Staff will be happy to help you.

A) The application:

- \_\_\_\_\_ has all items properly filled out
- \_\_\_\_\_ has a telephone number where I can be reached during the day
- \_\_\_\_\_ has clear written directions to the property
- \_\_\_\_\_ is signed and dated
- \_\_\_\_\_ is accompanied by the proper fee

B) The site sketch clearly and accurately shows:

- \_\_\_\_\_ the shape of the property
- \_\_\_\_\_ the length of each property line
- \_\_\_\_\_ the shape and location of the house (including decks and porches)
- \_\_\_\_\_ the proposed location of the driveway
- \_\_\_\_\_ the proposed or existing location of any utilities
- \_\_\_\_\_ any legal easements located on the property
- \_\_\_\_\_ the location of wells, springs, and buried fuel tanks within 200 feet of the property
- \_\_\_\_\_ the location of any other structures I plan to build in the future (e.g. barn, garage, swimming pool)
- \_\_\_\_\_ where I would like my septic system and/or well to be located (if there is a preference)

C) The building site for which the application is made:

- \_\_\_\_\_ has the property lines clearly and accurately marked
- \_\_\_\_\_ has the house site clearly and accurately marked
- \_\_\_\_\_ has the brush removed from the potential drainfield site
- \_\_\_\_\_ is easily identified from the road
- \_\_\_\_\_ has any underground utilities marked

**NOTE:** the attached pages have a sample site sketch and some hints that may be useful in marking your property and completing your site sketch.

**I understand that the Health Department cannot accept incomplete applications and that if the property corners are not clearly marked, the house site properly staked, and the brush cleared from the proposed drainfield site my application will be denied until I have taken corrective actions. I understand that I have ninety days to correct any deficiencies and submit a new application. Failure to do so within the prescribed time frame will require that I submit a new application with the associated fees.**

I am the current owner (name is on the deed) of the property and intend to begin construction within 18 months.

Applicants Signature Janif A. M. McKean Date 6/30/06

I, the undersigned, am interested in purchasing the property provided there is a suitable drainfield site.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

**DRAW SKETCH IN SPACE BELOW.**

- See attached existing forms
- new trailer is in location of house my 'X' through it. in old papers attached.

# Sewage Disposal System Construction Permit

PAGE 1 OF 6

Commonwealth of Virginia  
Department of Health

FLC/D

Health Department



Health Department

Identification Number

90-131-131

Map Reference

19-109-21A

## General Information

New ☒ Repair ☐ Expanded ☐ Conditional ☐ FHA ☐ VA ☐ Case No. \_\_\_\_\_

Based on the application for a sewage disposal system construction permit filed in accordance with Section 3.13.01, a construction permit is hereby issued to:

Owner MILTON R. JONES

Telephone 651-8512

Address 90 TERRY THOMPSON RTBX 65B, COPPER HILL, VA 24079

For a Type I Sewage disposal system which is to be constructed on RT 662 For 0.3 mi,  
WEST FROM RT 661 ON LEFT. + 0.2 mi IN WOODS

Subdivision 1

Section/Block 1

Lot 1

Actual or estimated water use \_\_\_\_\_

## DESIGN

Water supply, existing: (describe) \_\_\_\_\_

To be installed: class III

cased 20 grouted 20

Building sewer:

4" I.D. PVC 40, or equivalent.

Slope 1.25" per 10' (minimum).

☐ Other \_\_\_\_\_

Septic tank: Capacity 1500 gals. (minimum).

☐ Other 1000

Inlet-outlet structure:

PVC 40, 4" tees or equivalent.

☐ Other \_\_\_\_\_

Pump and pump station:

No ☒ Yes ☐ describe and show design.

if yes: \_\_\_\_\_

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

☐ Other \_\_\_\_\_

Distribution box:

Precast concrete with 8 ports.

☐ Other \_\_\_\_\_

Header lines:

Material: 4" I.D. 1500 lb. crush strength plastic or equivalent from distribution box to 2' into absorption trench. Slope 2" minimum.

☐ Other \_\_\_\_\_

Percolation lines:

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

☐ Other \_\_\_\_\_

Absorption trenches:

Square ft. required 720; depth from ground surface to bottom of trench 48"; aggregate size 1-5";

Trench bottom slope 1" = 3"

center to center spacing 9'; trench width 36"

Depth of aggregate 13";

Trench length 80; Number of trenches 3

## NOTE: INSPECTION RESULTS

Water supply location: Satisfactory yes ☒ no ☐ comments cap 11 in fins LP 7

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

7-22-91

Building sewer: yes ☐ no ☐ comments not completed

Pretreatment unit: yes ☒ no ☐ comments Satisfactory

Inlet-outlet structure: yes ☐ no ☐ comments Satisfactory

Pump & pump station: yes ☐ no ☐ comments Satisfactory

N/A

Conveyance method: yes ☒ no ☐ comments Satisfactory

Distribution box: yes ☒ no ☐ comments Satisfactory

Header lines: yes ☒ no ☐ comments Satisfactory

Percolation lines: yes ☒ no ☐ comments Satisfactory

Absorption trenches: yes ☒ no ☐ comments Satisfactory

INSTALLED AT 35"

Date 4/25/94

Inspected and approved by:

Sanitarian



## Schematic drawing of sewage disposal system and topographic features.

PAGE 2 OF 6

Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 100 feet of sewage disposal system and reserve area. The schematic drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot show all sources of pollution within 100 feet.

☒ The information required above has been drawn on the attached copy of the sketch submitted with the application. Attach additional sheets as necessary to illustrate the design.

① SEE ATTACHED SHEET FOR: SEPTIC LAYOUT!

② NO TERMITIC TREATMENT ON APPLICATION!

③ KEEP WELL 100' FROM SEPTIC SYSTEM!

The sewage disposal system is to be constructed as specified by the permit ☒ or attached plans and specifications ☐.

This sewage disposal system construction permit is null and void if (a) conditions are changed from those shown on the application (b) conditions are changed from those shown on the construction permit.

No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved, by the local health department or unless expressly authorized by the local health dept. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon the direction of the Department.

Date: 8/13/90 Issued by: P. H. KING

Date: 8-14-90 Reviewed by: [Signature]

Sanitarian

Supervisory Sanitarian

This Construction  
Permit Valid until  
2-95

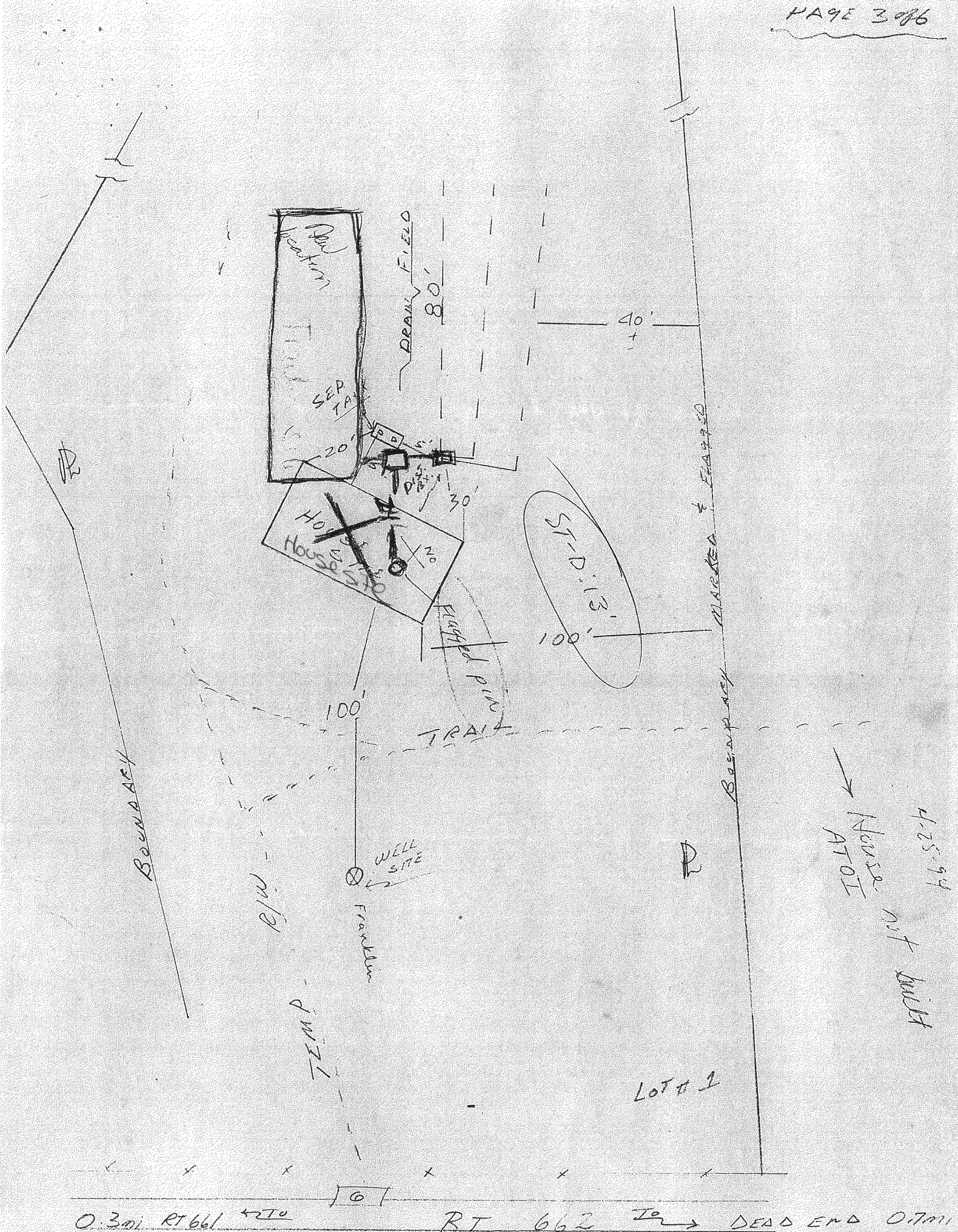
If FHA or VA financing

Reviewed by Date \_\_\_\_\_ Date \_\_\_\_\_

Supervisory Sanitarian

Regional Sanitarian





## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of June 6<sup>th</sup> 2024, between Jennifer A Mckeown Estate by and through Jeannine Archibald 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 Floyd, Virginia, and described as:

1. Parcel ID 11492; Tax ID: 19-109D; Deed 02-0003119; Consisting of +/- 10.26 acres and improvements

**Address: 228 Ananda Way NE, Check, VA 24072**

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

- 4. Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before July 22<sup>nd</sup> 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's Initials \_\_\_\_\_ Purchaser's Initials \_\_\_\_\_

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding 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

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

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



receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

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

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

(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

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

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

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

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

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

## 6. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Jennifer A Mckeown Estate by and through Jeannine Archibald

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Date

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

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