



# 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** – Claudia B. Light

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

**AUCTION DATE** – Thursday, October 2<sup>nd</sup>, 2025 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 Co. located at 102 S. Locust St., 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*** Portion of Tax Map 077-29; LAUREL FORK; Consisting of +/-17.856 Acres; Will #220000157

***Offering #2*** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-10.381 Acres; Will #220000157

***Offering #3*** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-5.184 Acres; Will #220000157

***Offering #4*** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-4.798 Acres; Will #220000157

***Offering #5*** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-6.596 Acres; Will #220000157

***Offering #6*** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; Parcel ID: 077-44A LAUREL FORK; Consisting of +/-6.442 Acres; Will #220000157

***Offering #7*** Parcel ID: 077-23G LAUREL FORK; Consisting of +/-1.680 Acres; Will #220000157

**Address:**

TBD Phadettia Rd., Willis, VA 24380

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 2<sup>nd</sup>, 2025 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 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, November 17<sup>th</sup>, 2025**. 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be the high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 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](mailto: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](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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**Firm State License #'s**

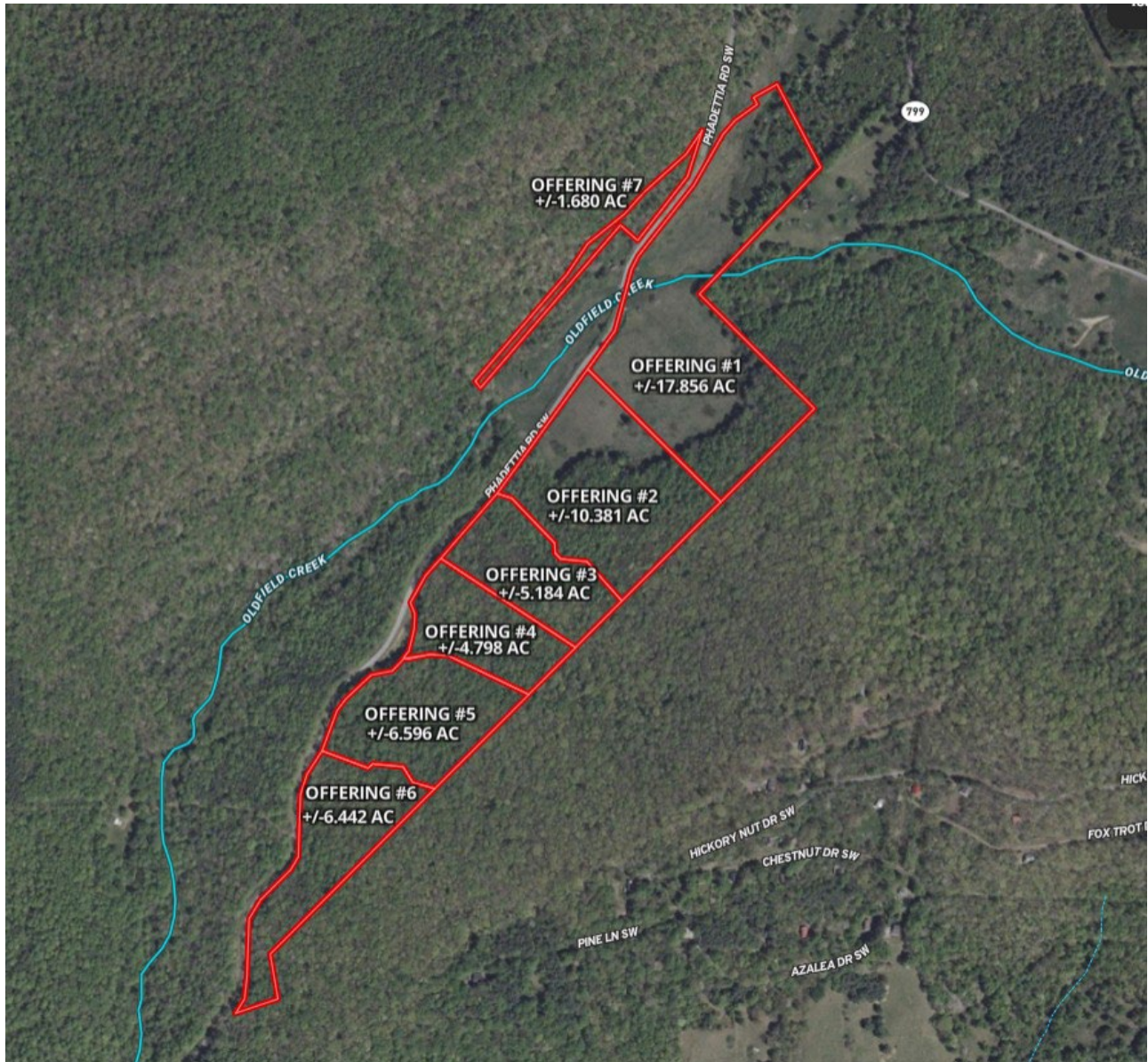
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208





**Auction Services**

# Aerial



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





**Auction Services**

# Aerial

Offering #1: +/-17.856 AC



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# Aerial

Offering #2: +/-10.381 AC



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# Aerial

Offering #3: +/-5.184 AC



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# Aerial

Offering #4: +/-4.798 AC



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# Aerial

Offering #5: +/-6.596 AC



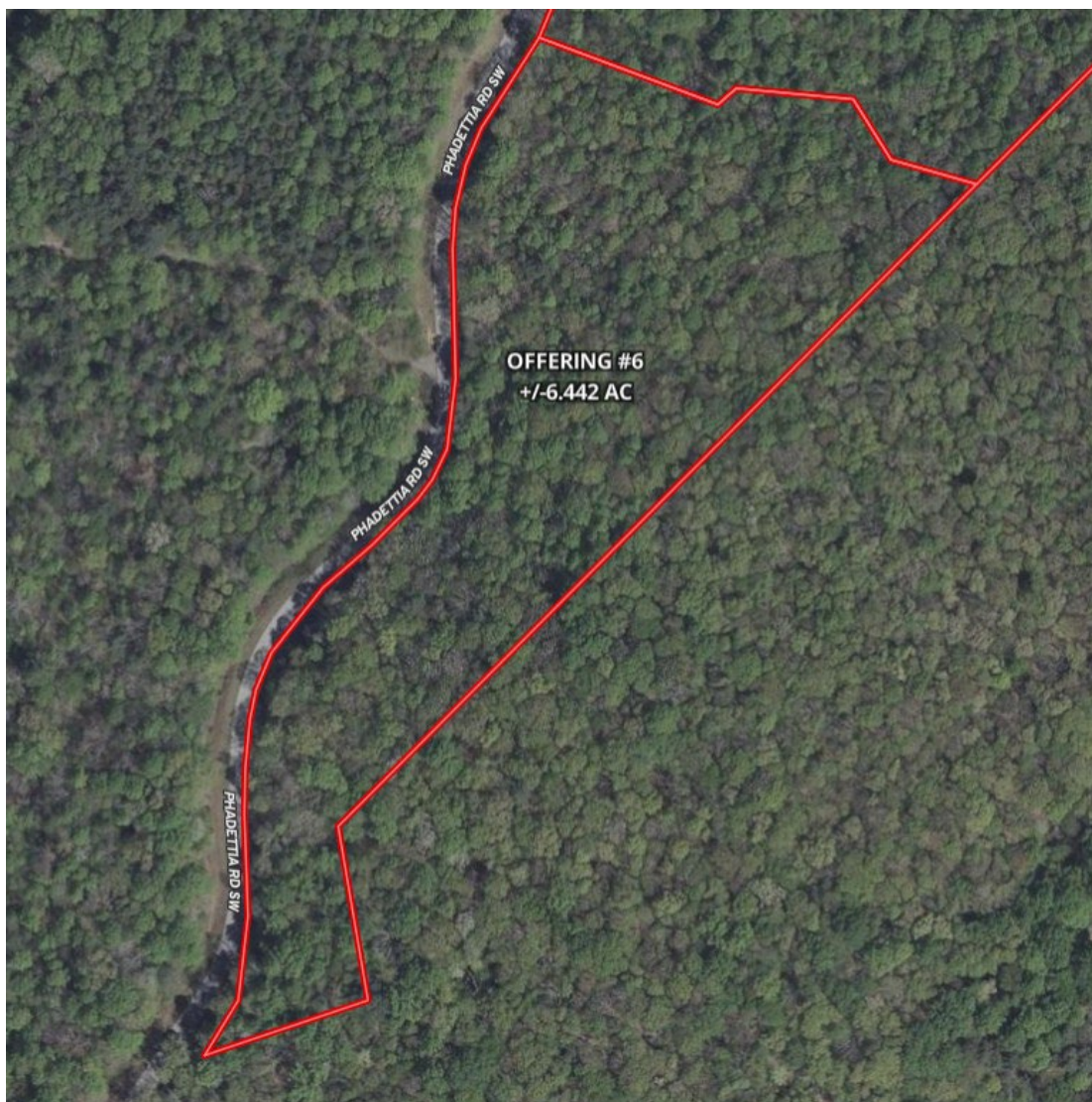
**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Aerial

Offering #6: +/-6.442 AC



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

# Aerial

Offering #7: +/-1.680 AC



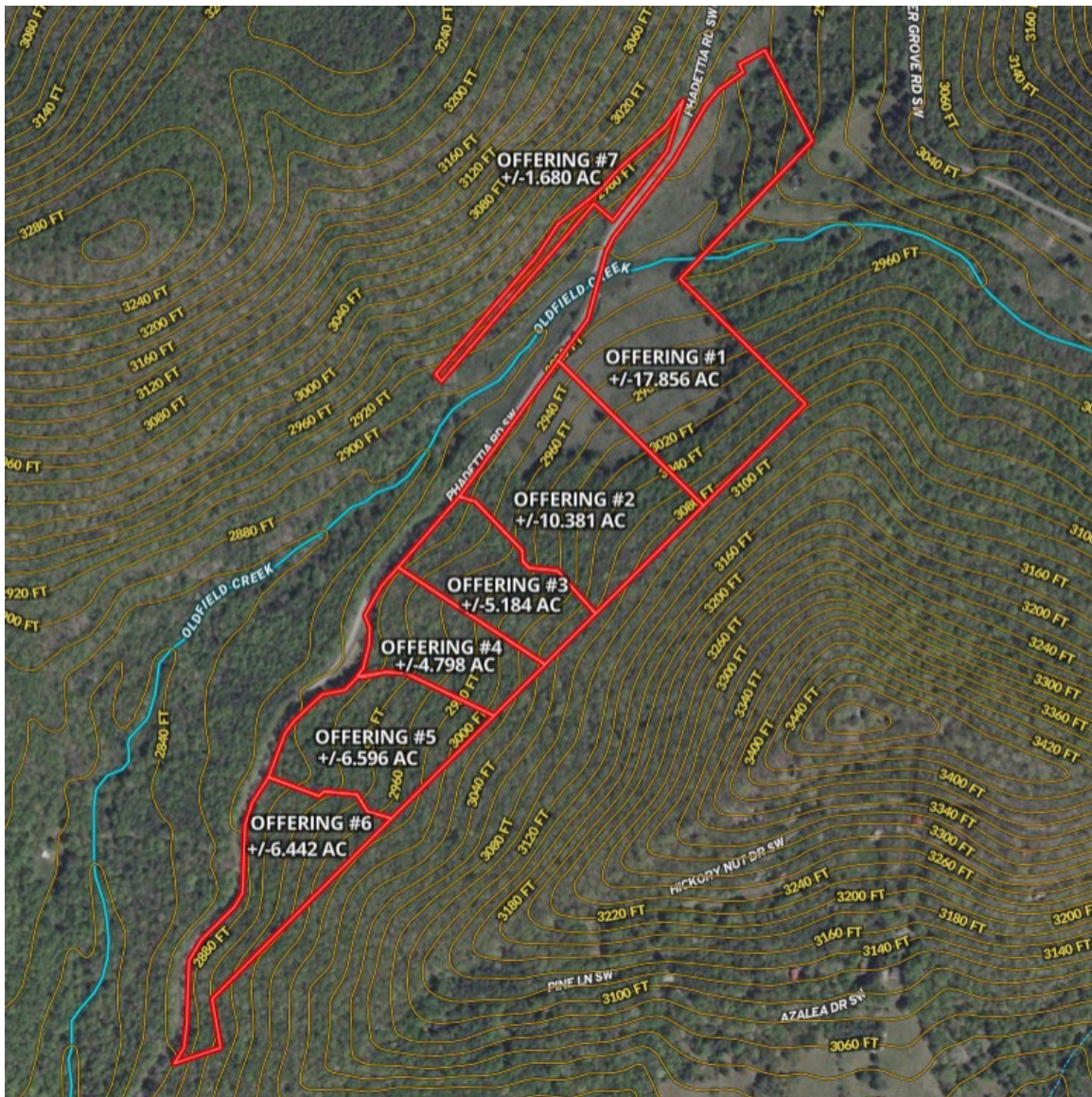
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# Contour

**Auction Services**

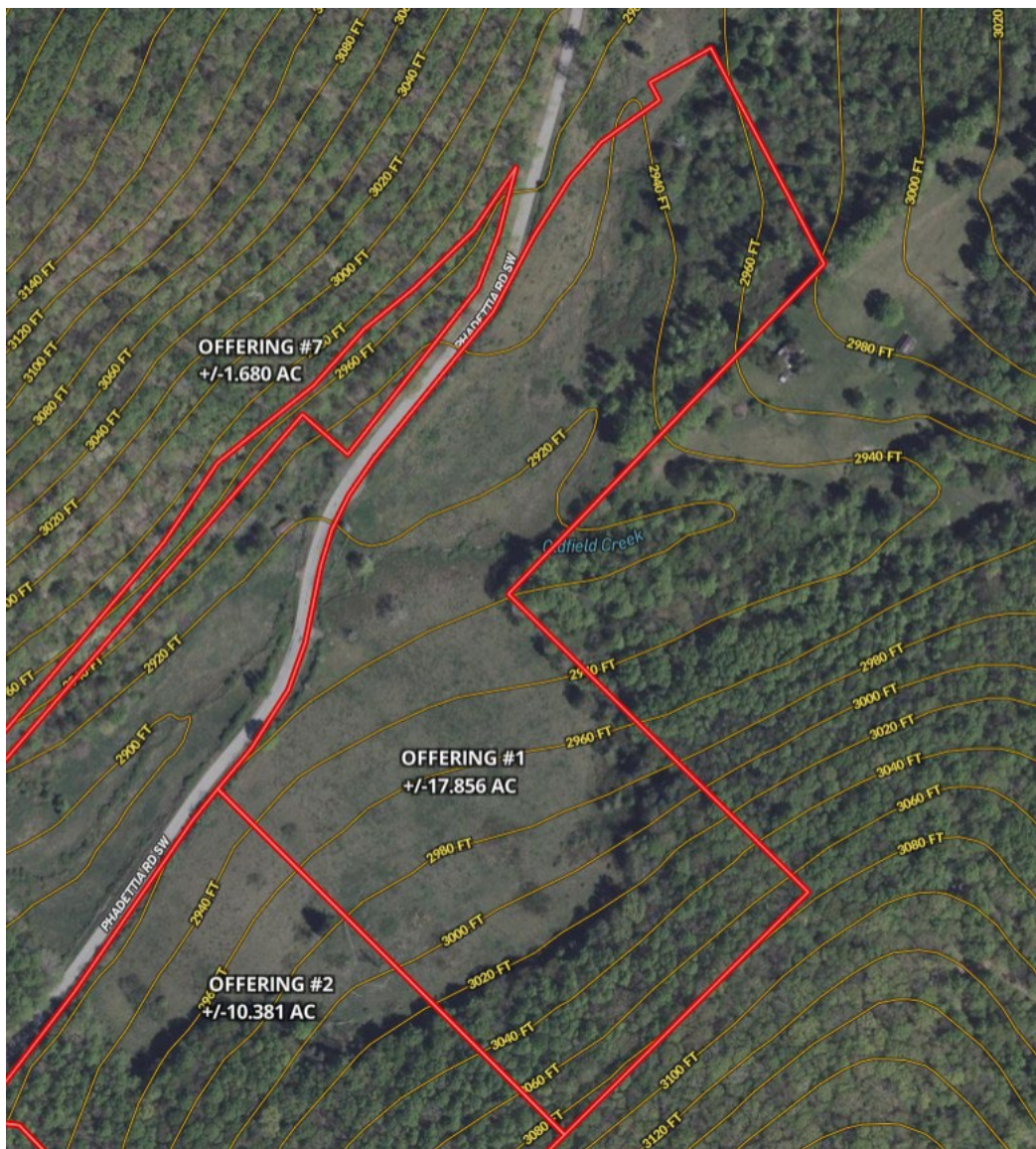


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# Contour

Offering #1: +/-17.856 AC

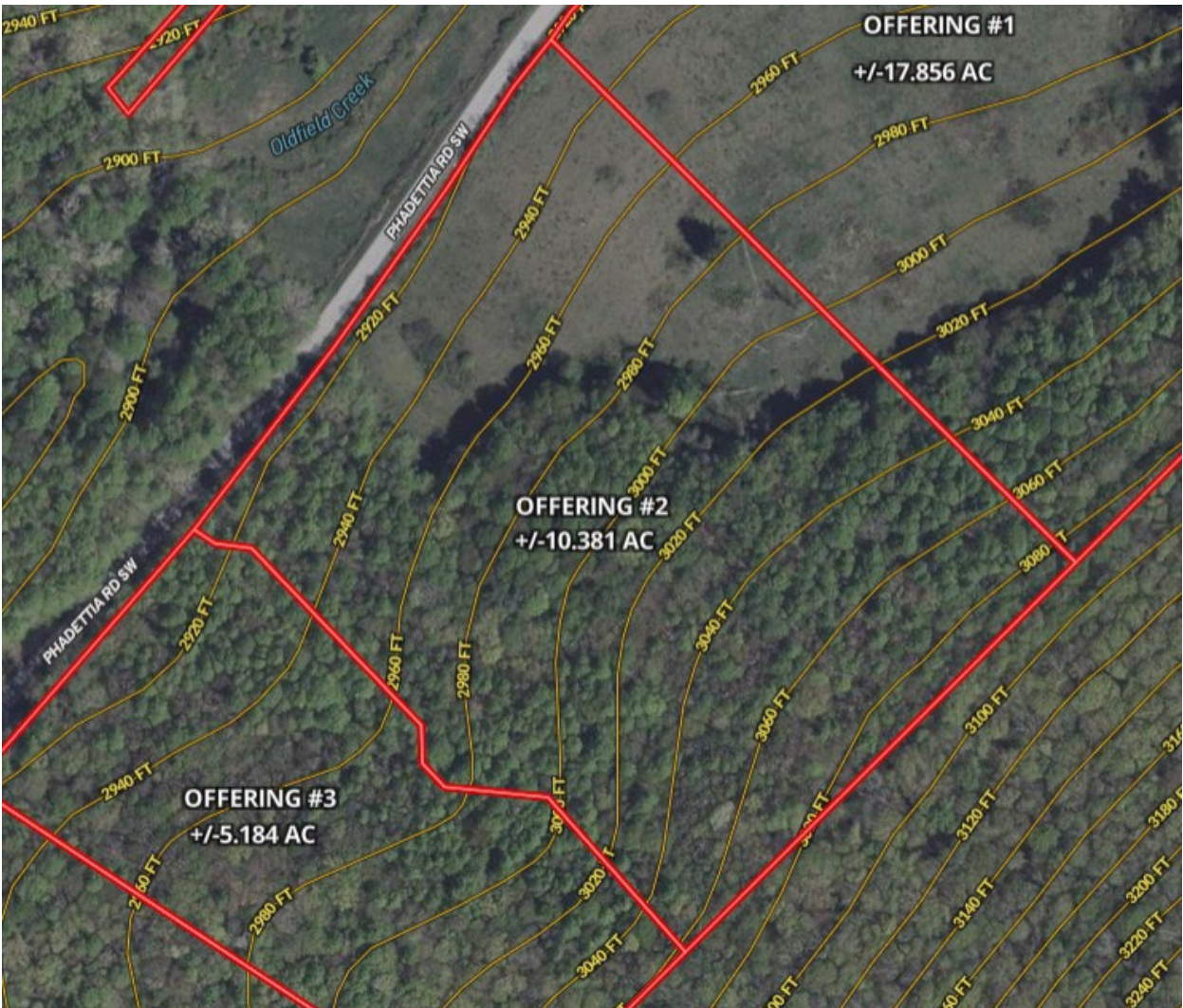


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# Contour

Offering #2: +/-10.381 AC



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**Auction Services**

# Contour

Offering #3: +/-5.184 AC



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# Contour

Offering #4: +/-4.798 AC



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# Contour

Offering #5: +/-6.596 AC

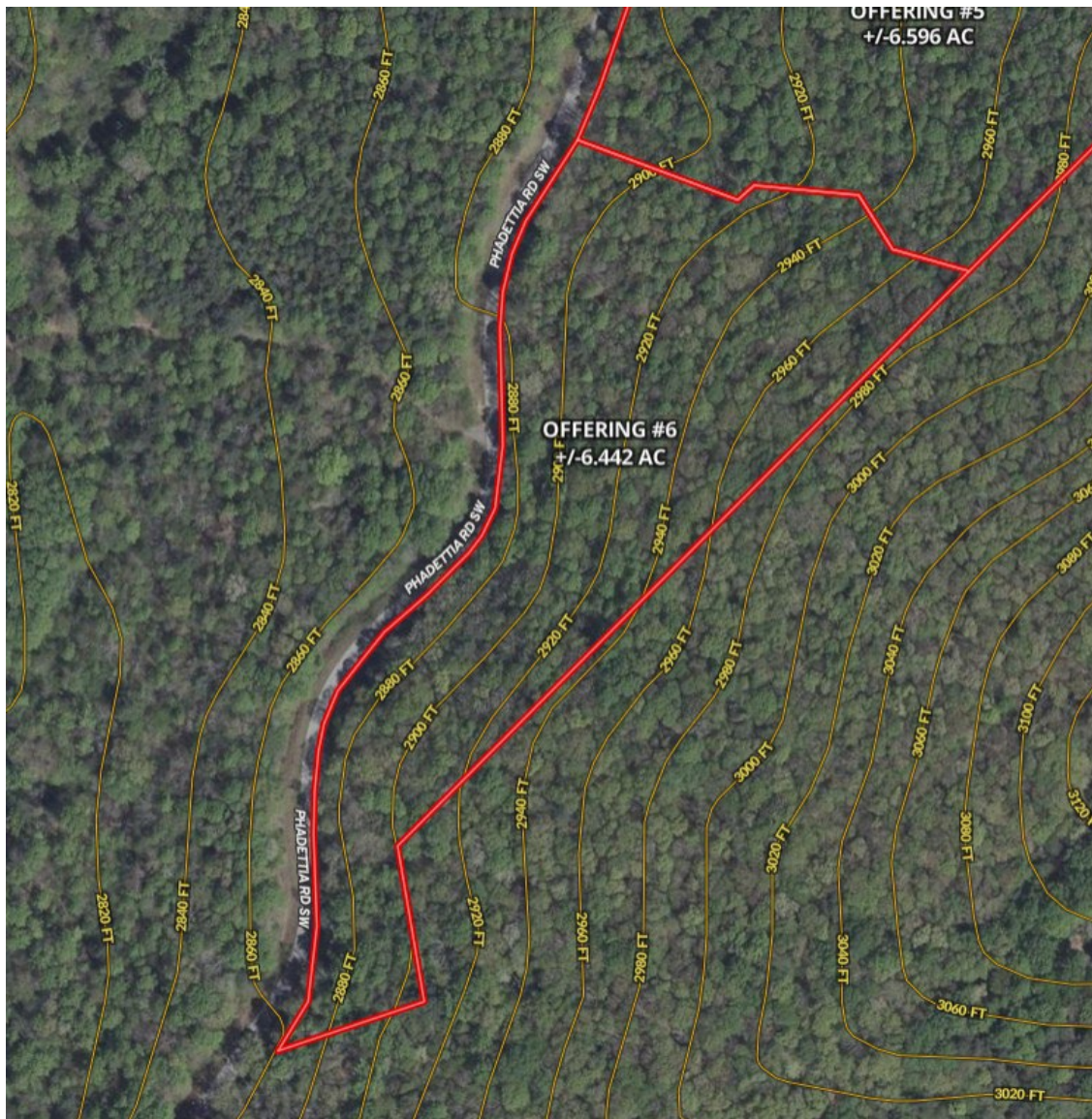


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# Contour

Offering #6: +/-6.442 AC



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# Contour

Offering #7: +/-1.680 AC



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# Neighborhood

TBD Phadettia Rd.,  
Willis, VA 24380







# Location

TBD Phadettia Rd.,  
Willis, VA 24380



PLAT SHOWING A  
"LOT LINE REVISION" AND "LOT SUBDIVISION" AND "PARCELS OF RECORD"

53.889 AC. TOTAL

PROPERTY OF

CLAUDIA B. LIGHT

"LOT LINE REVISIONS"

(REVISED 77-29) 17.856 AC. TRACT

(REVISED 77-31A) 6.596 AC. TRACT

(REVISED 77-44A) 6.442 AC. TRACT

"LOT SUBDIVISIONS"

(NEW LOT 1) 10.381 AC. TRACT

(NEW LOT 2) 5.184 AC. TRACT

(NEW LOT 3) 4.798 AC. TRACT

"PARCELS OF RECORD"

TAX SECTION 77, PARCEL 23G 1.680 AC. TRACT

A PORTION OF 77-29 NORTH OF RTE #602 0.952 AC. TRACT

LOCATED ON VIRGINIA SECONDARY ROUTE #602

"PHADETTIA ROAD SW"

BURKS FORK MAGISTERIAL DISTRICT

FLOYD COUNTY, VIRGINIA

SCALE: 1" = 200' DATE: 11 JUNE 2025

L. J. QUESENBERRY, LICENSED LAND SURVEYOR

521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

PHONE & FAX: (276)-728-7471 \* E-MAIL: queseberrysurveying@gmail.com



VIRGINIA SECONDARY ROUTE #602

"PHADETTIA ROAD SW"

40' RIGHT-OF-WAY

DEED INSTRUMENT No. 990001552 (From Rte. #799 to 0.5 mile down Rte. #602)

DEED INSTRUMENT No. 010001183 (From 0.5 mile down Rte. #602 to Rte. #758)

PER VDOT, VDOT ACQUIRED THE 40' RIGHT-OF-WAY FOR THE ROAD REALIGNMENT IN 2000, BUT IT APPEARS THAT THE ADDITION/ABANDONMENT WAS NEVER COMPLETED

(INCLUDING 0.358 AC.) TAX SECTION 77, PARCEL 30

PROPERTY OF RICHARD W. ADAMS DEED INSTRUMENT No. 980002766 DEED BOOK 53, PAGE 489

Point on End of Culvert South 40' R/W Route #602

Rod Set Where Chestnut & Maple by Road called for at a total distance of 1056' from Gum

"VELONA LANE SW"

A PORTION OF 77-29 NORTH OF RTE. #602

0.952 AC.

D8 33, PG 127

325' Along 35' MBSL

Rod Set on West 40' R/W Route #602

N 07°36'44" W

48.28' (Tie-line)

Rod Set Where Chestnut & Maple by Road called for at a total distance of 1056' from Gum

"VELONA LANE SW"

A PORTION OF 77-29 NORTH OF RTE. #602

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"VELONA LANE SW"

A PORTION OF 77-29 NORTH OF RTE. #602

0.952 AC.

D8 33, PG 127

THE RECORDATION OF THIS PLAT DOES NOT CONSTITUTE A CONVEYANCE OF LAND. ANY LOT, PARCEL OR TRACT OF LAND THAT IS INTENDED FOR SALE AND/OR CONVEYANCE MUST BE CONVEYED BY A DEED AND SAID DEED MUST BE RECORDED IN FLOYD COUNTY, VIRGINIA CIRCUIT COURT CLERK'S OFFICE.

PARCEL OF RECORD  
1.680 AC.

TAX SECTION 77, PARCEL 23G  
PROPERTY OF CLEO C. LIGHT-DECEASED  
DEED BOOK 135, PAGE 522  
(SEE DEED BOOK 135, PAGE 525 FOR PLAT)

TAX SECTION 77, PARCEL 23  
PROPERTY OF CARROLL-FLOYD LAND, L.L.C.  
DEED INSTRUMENT No. 180000314  
PLAT INSTRUMENT No. 180000312

TAX SECTION 77, PARCEL 29A  
PROPERTY OF RICHARD W. ADAMS  
DEED INSTRUMENT No. 980002766

TAX SECTION 77, PARCEL 30  
PROPERTY OF RICHARD W. ADAMS  
DEED INSTRUMENT No. 980002766  
DEED BOOK 53, PAGE 489

TAX SECTION 77, PARCEL 44  
PROPERTY OF MARION N. & JACQUEL W. LAWSON  
LAWSON LIVING TRUST  
DEED INSTRUMENT No. 030003920  
PLAT CABINET 2, SLIDE 176

A-45 is a total of 550.88' along R/W Rte. #602 as Deed Book 91, Page 155 calls for, Giving Adjoiner their Road Frontage

Old Parcel Line  
Axe Found in Fence Edge of Road on Line @ 114.81'  
N 35°10'34" E  
131.58' Total  
Axe Found in Fence Edge of Road @ Red Oak  
N 45°43'57" E  
130.38'  
Axe Found in Fence Edge of Road  
N 33°11'44" W  
110.47'  
C-N H-N 63°48'53" E  
55.50'  
H-I-N 50°10'35" E  
50.77'  
I-J-N 41°35'26" E  
35.44'  
J-K-N 32°24'29" E  
37.59'  
K-L-N 18°43'21" E  
41.43'  
L-M-N 03°39'59" E  
37.09'  
M-N-N 10°34'44" W  
88.09'  
N-26-N 22°03'38" E  
84.99'

Axe Found in Fence Edge of Road  
N 43°55'47" E  
158.61'  
Axe Found in Fence Edge of Road  
N 54°22'39" E  
177.07'  
Axe Found in Fence Edge of Road  
N 34°08'18" E  
132.59'  
Axe Found in Fence Edge of Road  
N 40°29'30" E  
129.95'  
Axe Found in Fence Edge of Road  
N 46°08'39" E  
92.10'  
Axe Found in Fence Edge of Road  
N 41°54'18" E  
126.04'  
Axe Found in Fence Edge of Road  
N 38°51'55" E  
144.41'  
Axe Found in Fence Edge of Road  
N 46°59'53" E  
111.65'  
Axe Found @ Corner Post  
N 34°12'31" W  
36.13'

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N 54°22'39" E  
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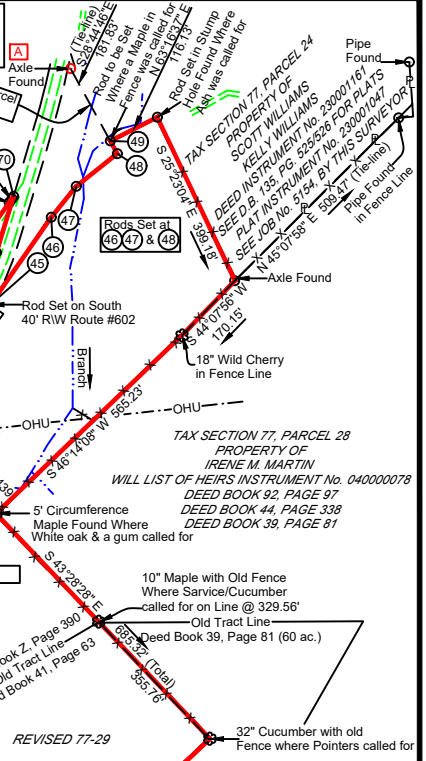
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**LEGEND**

- X --- Fence
- O --- Adjoiner
- OHU --- Overhead Utility Line
- U --- Utility Pole
- CB --- Creek/Branch
- Spring Head
- ⊗ Proposed 3C Well Site
- ⊗ Proposed 3-Bedroom House Site
- 20' PUE --- 20' Public Utility Easement

**LINE TABLE FOR ROAD FRONTAGE OF THE 0.952 AC.**

LINE	BEARING	DISTANCE	DESCRIPTION
1	S 01°20'43" W	31.20'	Point on West 40' R/W Rte. #602
2-3	S 01°35'58" E	95.28'	Point on West 40' R/W Rte. #602
3-4	CURVE 10		Point on West 40' R/W Rte. #602
4-5	S 47°45'12" W	94.48'	Rod Set on West 40' R/W Rte. #602

**LINE TABLE FOR EAST 40' R/W ROUTE #602 AND PROPERTY CORNERS**

LINE	BEARING	DISTANCE
------	---------	----------



PROPERTY

Parcel Information

Parcel Record Number (PRN) **5485** Town/District **BURKS FORK**

Account Name **LIGHT CLAUDIA B**

Account Name 2

Care Of

Address1 **1922 WILSHIRE DR**

Address2

City, State Zip **IRVING, TX 75061**

Business Name

Location Address(es) **RT 602** VA

Map Number

Map Number Sheet Insert DoubleCircle Block Lot SubLot  
**077 23G 077 23 G**

Total Acres **1.69**

Deed **UNK--**

Will **WILL-22-0000157**

Plat **NONE**

Route 602

Legal Desc 1 LAUREL FORK

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	<b>\$8,500</b>	<b>\$5,100</b>
Main Structures	<b>\$0</b>	<b>\$0</b>
Other Structures	<b>\$0</b>	<b>\$0</b>
TOTALS	<b>\$8,500</b>	<b>\$5,100</b>

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
LIGHT CLEO C	\$0	WILL-22-0000157	2	09/28/2022
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	WOODLAND	1.69	\$5,000	\$8,500

Tax Map:  
77-236

810000 168

JOSEPH A. EDONE, et ux, et als

TO: DEED

CLEO C. LIGHT

Deed Book	135
Page	522

THIS DEED, made and entered into this the 6th day of February, 1981, by and between JOSEPH A. EDONE and ELEANOR J. EDONE, husband and wife, and CONRAD W. GRAHAM and THERESA B. GRAHAM, husband and wife, parties of the first part; and CLEO C. LIGHT, party 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 party of the second part and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby BARGAIN, SELL, GRANT and CONVEY with General Warranty and English Covenants of Title unto the party of the second part, Cleo C. Light, the following described real estate, to-wit:

ALL those two certain tracts or parcels of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate and being in the Burks Fork Magisterial District of Floyd County, Virginia, and more particularly described as follows:

TRACT #1 - Containing 14.46 acres, more or less, and described as follows:

BEGINNING at a car axle on the southeasterly right-of-way line of Virginia Route No. 602 at the intersection of said road and Virginia Route No. 799; thence with a curve to the right having an arc length of 47.03 ft., a central angle of 117° 47' a tangent of 37.91 ft., and a radius of 22.88 ft., the point of intersection being marked by an iron pipe, and having a chord of S. 30° 50' E. 39.18 ft., to a 1/2 inch iron pipe; thence with the westerly right-of-way line of Virginia Route No. 799 S. 28° 04' 00" W. 48.47 ft., to a car axle; thence with a curve to the left with an arc length of 217.33 ft., a central angle of 21° 00', a tangent of 109.90 ft., a radius of 592.96 ft., and a chord of S. 17° 34' W. 216.12 ft., to a car axle; thence S. 7° 04' 00" W. 354.85 ft., to a 1/2 inch iron pipe; thence with a curve to the left with an arc length of 175.82 ft., a central angle of 10° 20', a tangent of 88.15 ft., a radius of 974.90 ft., and a chord of S. 1° 54' 00" W. 175.59 ft., to a 1/2 inch iron pipe; thence S. 3° 07' 00" E. 93.29 ft., to a stake; thence leaving said right-of-way line S. 46° 04' 23" W. 42.67 ft., to a 1/2 inch pipe by a fence post; thence S. 46° 04' 23" W. 509.73 ft. along a fence line to a car axle set in the fence line at a fence corner; thence with the old property line between lands of the parties hereto N. 24° 25' 30" W. 398.79 ft. along a fence, to a 24" ash; thence still with the old property line between lands of the parties hereto S. 64° 10' 11" W. 116.13 ft., to an 8" maple in a fence corner; thence N. 27° 59' 29" W. 182.19 ft. still with the said old property

Map 3-19-81 Deed 143, Box 704, Ridge, Va 24448



line, to a car axle set on the easterly right-of-way line of Virginia Route No. 602; thence with said right-of-way line N. 12° 11' 36" E. 140.43 ft., to an axle; N. 1° 43' 27" E. 112.00 ft., to an axle; N. 10° 10' 46" E. 80.90 ft., to an axle; N. 55° 17' 32" E. 76.98 ft., to an axle; N. 71° 02' 23" E. 60.02 ft., to an axle; N. 60° 36' 55" E. 156.64 ft., to an axle; N. 43° 11' 37" E. 154.11 ft., to an axle; N. 40° 03' 04" E. 150.00 ft., to an axle; N. 50° 13' 47" E. 141.50 ft., to an axle; N. 79° 00' 21" E. 141.31 ft., to an axle; and S. 89° 43' E. 111.80 ft., to an axle, the place of BEGINNING

TRACT NO. 2 - Containing 1.69 acres, more or less, and described as follows:

BEGINNING at a 10" nail in a root between two large white oak corner trees at a corner to Cleo C. Light and Claudia Boyd Light and John I. DeHart, Jr. and Betty I. DeHart; thence N. 33° 20' 49" W. 36.13 ft., to an axle on the southeasterly edge of a logging road; thence the following courses and distances along the southeasterly edge of the said logging road eight feet from its center: N. 47° 52' 35" E. 111.74 ft., to an axle; N. 39° 47' 56" E. 144.54 ft., to an axle; N. 42° 50' 53" E. 126.17 ft., to an axle; N. 47° 04' 47" E. 91.97 ft., to an axle; N. 41° 16' 59" E. 130.37 ft., to an axle; N. 35° 09' 47" E. 132.61 ft., to an axle; N. 55° 19' 40" E. 177.17 ft., to an axle; N. 44° 49' 08" E. 158.71 ft., to an axle; N. 54° 38' 20" E. 112.12 ft., to an axle; N. 46° 41' 57" E. 130.44 ft., to an axle; and N. 36° 08' 34" E. 123.86 ft., to an axle in the northwesterly right-of-way line of Virginia Route No. 602; thence with the said northwesterly right-of-way line of Virginia Route No. 602 the following courses and distances: S. 17° 23' 44" W. 110.01 ft., to an axle; S. 23° 45' 32" W. 95.46 ft., to an axle; S. 37° 08' 35" W. 96.06 ft., to an axle; and S. 41° 45' 57" W. 248.68 ft., to an axle by a fence post; thence leaving said right-of-way line N. 46° 42' 22" W. 94.53 ft., to a 28" oak in a fence corner; thence S. 43° 35' 16" W. 905.44 ft. along the property line between lands belonging to the parties hereto, to a 10" nail in a root between two large white oak corner trees, the place of BEGINNING.

The above described two tracts of land being part of that real estate conveyed from Earnest Hubbard, et ux, to Joseph A. Edone and Conrad W. Graham by deed dated May 3, 1967, of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 93 at page 255.

And, for the consideration aforesaid, the parties of the first part do hereby grant unto the parties of the second part, their heirs and assigns, an easement for ingress and egress along and over the logging road which adjoins the northwesterly edge of Tract No. 2 above to Virginia Route No. 602.

And, for the aforesaid consideration, the parties of the first part do hereby grant, convey and quit claim unto the parties of the second part any right, title, or interest they may have in that small triangular piece of real estate containing 0.01 of an acre, more or less, described as follows: Beginning at an iron pipe on the westerly right-of-way line of Virginia Route No. 799, a corner to lands belong-

ing to Paul Fletcher Martin and Irene M. Martin; thence leaving said right-of-way line S. 86° 21' 38" W. 32.28 ft., to a 1/2" pipe by a fence post; thence S. 46° 04' 23" W. 42.67 ft., to a stake in the westerly right-of-way line of Virginia Route No. 799; thence with the aforesaid right-of-way line S. 03° 07' E. 27.62 ft., to the iron pipe which is the place of Beginning.

ROBERT C. BOSWELL  
ATTORNEY AT LAW

WITNESS the following signatures and seals:

Joseph A. Edone (SEAL)  
JOSEPH A. EDONE  
Eleanor J. Edone (SEAL)  
ELEANOR J. EDONE  
Conrad W. Graham (SEAL)  
CONRAD W. GRAHAM  
Theresa B. Graham (SEAL)  
THERESA B. GRAHAM

STATE OF Florida }  
COUNTY OF Dade } TO-WIT:

The aforesaid instrument was acknowledged before me this 4<sup>th</sup> day of February, 1981, by JOSEPH A. EDONE and ELEANOR J. EDONE, husband and wife.

My Commission expires: 4-22-83

NOTARY

Edwina R. McElroy  
NOTARY PUBLIC

STATE OF Florida }  
COUNTY OF Brevard } TO-WIT:

The aforesaid instrument was acknowledged before me this 11<sup>th</sup> day of February, 1981, by CONRAD W. GRAHAM and THERESA B. GRAHAM, husband and wife.

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 28, 1982  
Issued by Department of Banking & Finance

Alvin V. Vachon  
NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
February 21, 1981, at 10:50 P.M.  
This Deed received in office, and, with certificate thereto attached,  
admitted to record. The tax imposed by Section 58-24.1 of the code in  
the amount of \$ 7.00 has been paid.

Teste: MARGARET H. HARMAN, Clerk

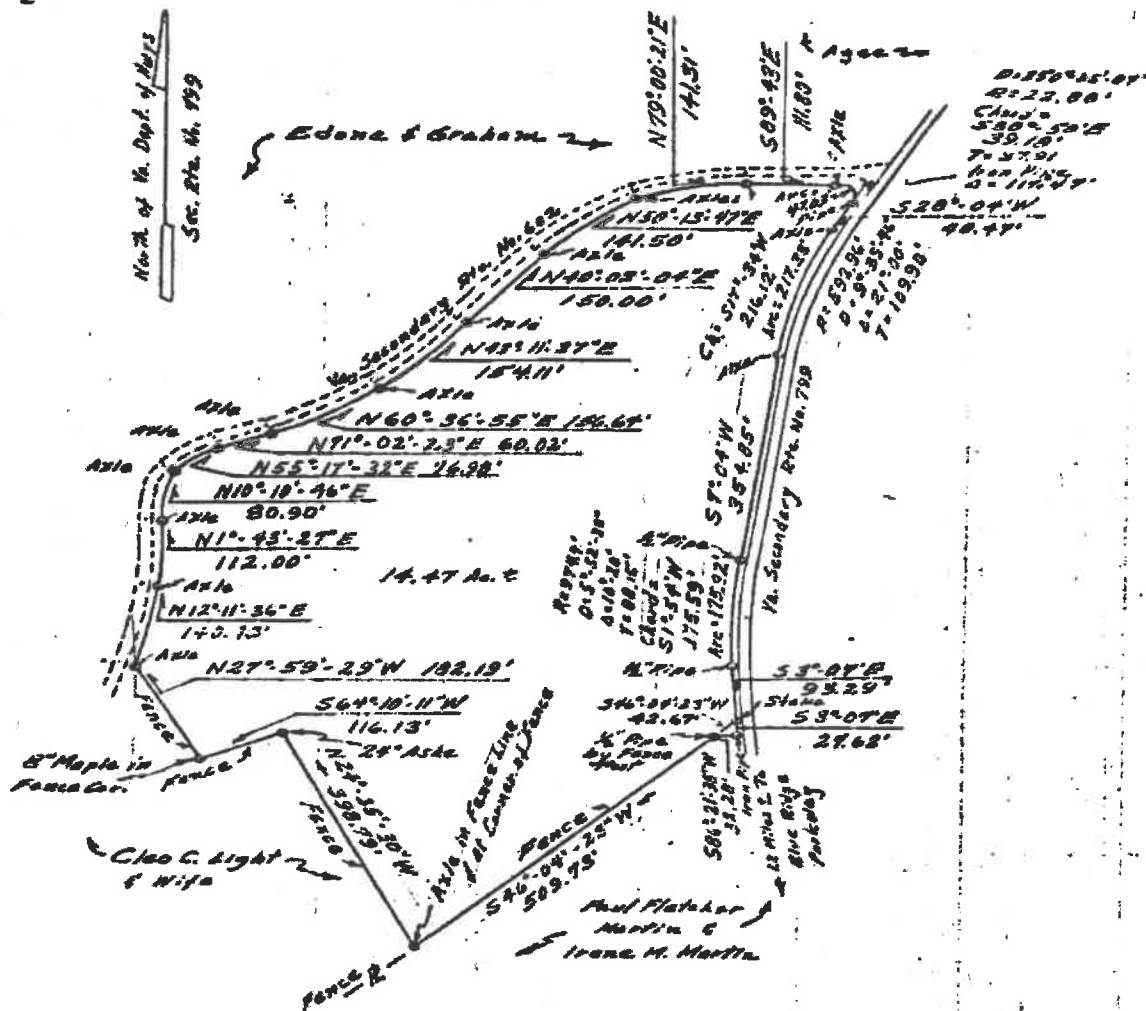
Margaret H. Harman D. C.

ROBERT C. BOSWELL  
ATTORNEY AT LAW  
FLOYD, VIRGINIA



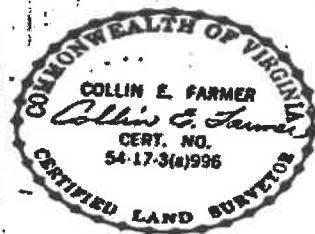


## CLEO C. LIGHT PLAT



To be Conveyed To  
CLEO C. LIGHT  
From

Joseph A. Edone & Eleanor J. Edone  
And  
Conrad W. Graham & Theresa B. Graham  
BURKS FORK DISTRICT  
FLOYD COUNTY, VIRGINIA  
SCALE: 1" = 200'  
Surveyed December 13, 1980  
By Collin E. Farmer C.L.S. (P.E.)



VIRGINIA: In the Clerk's Office of the Circuit  
Court of Floyd County, Feb 21  
19 91, at 10:50 P. M.  
This Map received in office, and, admitted to  
record.

Testor: Margaret H. Harmon



PROPERTY

Parcel Information

Parcel Record Number (PRN) **5487** Town/District **BURKS FORK**

Account Name **LIGHT CLAUDIA B**

Account Name 2

Care Of

Address1 **1922 WILSHIRE DR**

Address2

City, State Zip **IRVING, TX 75061**

Business Name

Location Address(es) **RT 602** VA

Map Number

Map Number Sheet Insert DoubleCircle Block Lot SubLot  
**077 29 077 29**

Total Acres **48.0**

Deed **UNK--**

Will **WILL-22-0000157**

Plat **NONE**

Route **602**

Legal Desc 1 **LAUREL FORK**

Legal Desc 2

Zoning

State Class **AG / UNDEVELOPED 20-99 ACRES**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	<b>\$267,000</b>	<b>\$178,500</b>
Main Structures	<b>\$0</b>	<b>\$0</b>
Other Structures	<b>\$0</b>	<b>\$0</b>
TOTALS	<b>\$267,000</b>	<b>\$178,500</b>

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
LIGHT CLEO C & CLAUDIA B	\$0	WILL-22-0000157	2	09/28/2022
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	PASTURELAND	6.00	\$7,000	\$42,000
2	ROCKY PAST	15.00	\$6,000	\$90,000

Given under my hand this 19th day of July, 1962.

Irene Conner, Notary Public

My Commission expires 6/25/63.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, July 26, 1962, at 1:00 P.M.

This Deed received in office, and, with certificate thereto attached, admitted to record. Stamp .55¢

Teste: W. E. Spencer, Clerk

By  Clerk

OGDEN H. PICKEREL ET VIR

TO:

DEED OF BARGAIN AND SALE (340) ✓

CLEO C. LIGHT ET UX

THIS DEED OF BARGAIN AND SALE, made this 20th day of July 1962, by and between OGDEN H. PICKEREL and SYLVESTER PICKEREL, her husband, parties of the first part, and CLEO C. LIGHT and CLAUDIA BOYD LIGHT, husband and wife, parties of the second part:

- - - WITNESSETH - - -

That for and in consideration of the sum of TWO THOUSAND THREE HUNDRED AND NO/100 (\$2,300.00) DOLLARS, cash in hand paid to the parties of the first part, and the receipt whereof is hereby acknowledged, Ogden H. Pickerel and Sylvester Pickerel, her husband, do grant and convey with Covenants of General Warranty to Cleo C. Light and Claudia Boyd Light, husband and wife, the following property:

All of that certain tract, piece or parcel of land, designated by reference to the over-all map of Floyd County in the Office of the Commissioner of the Revenue of Floyd County as Parcel 77-42, abutting both the Easterly and Westerly sides of County Road 602, distant approximately one-third mile from its intersection with Secondary Road 799, containing 49 acres, more or less, and situate, lying and being in Burks Fork Magisterial District, Floyd County, Virginia, on Old-field Creek, a branch of Laurel Fork Creek. Said 49 acres was conveyed to Mary Ada Bower by deed of Nannie Burnett, and others, heirs at law of James T. Jett, deceased, dated April 9, 1941, of record in Deed Book 59 at page 329, wherein said land was identified as four separate tracts conveyed to James T. Jett during his lifetime.

It being the same property conveyed to Ogden Pickerel by deed of Sylvester Pickerel, dated January 5, 1960, and duly of record in the Office of the Clerk of the Circuit Court of Floyd County in Deed Book 83 at page 70.

The parties of the first part covenant that they are seised in fee and have the right to convey said land; that the grantees shall have quiet possession of said land free from all encumbrances; that they, the said parties of the first

VERIFIED

*Deed Book 83, page 70*



part, have done no act to encumber said land and will execute all such other and further assurances for said land as may be requisite.

WITNESS the following signatures and seals:

Ogden H. Pickerel (SEAL)  
Sylvester Pickerel (SEAL)

STATE OF VIRGINIA  
CITY OF MARTINSVILLE to-wit:

I, A. Linwood Lindsey, a Notary Public in and for the City and State aforesaid, do certify that Ogden H. Pickerel and Sylvester Pickerel, her husband, whose names are signed to the foregoing deed dated 20 July 1962, have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 25 day of July 1962.  
My Commission expires July 19, 1964.

A. Linwood Lindsey, Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, July 26, 1962 at 2:00 P.M.

This Deed received in office, and, with certificate thereto attached, admitted to record. Stamp \$2.75.

Teste: W. E. Spencer, Clerk

By , Clerk

CLEO C. LIGHT ET UX

TO:

DEED OF TRUST (341)✓

RICHARD L. PINKARD ET ALS TRUSTEES

THIS DEED, made the 20th day of July in the year 1962, between  
CLEO C. LIGHT and CLAUDIA BOYD LIGHT, husband and wife, parties of the first part,  
and RICHARD L. PINKARD, Martinsville, Virginia, and HENRY M. JARVIS, Floyd, Virginia  
Trustees, of the other part:

WITNESSETH, That the said Cleo C. Light and Claudia Boyd Light,  
husband and wife, do grant unto the said trustees the following property:

All of that certain tract, piece or parcel of land designated by  
reference to the over-all map of Floyd County in the Office of the Commissioner  
of the Revenue as Parcel 77-42, abutting both the Easterly and Westerly sides  
of County Road 602, distant approximately one-third mile from its intersection with  
Secondary Road 799, containing 49 acres, more or less, and situate, lying and being  
in Burke's Fork Magisterial District, Floyd County, Virginia.

It being the same property conveyed to Cleo C. Light and Claudia  
Boyd Light, by deed dated 20 July 1962, from Ogden Pickerel and Sylvester Pickerel,  
her husband, and to be admitted to record immediately prior to this deed of trust.

The grantors herein give the beneficiary of this note the right and  
power to appoint a substitute trustee or trustees as fully as if Section 26-49,  
Code of Virginia were set out herein verbatim.

The note for which a lien is retained in this deed, was (were) this day produced before me in my office duly cancelled this August 1, 1962.  
Teste: W. E. Spencer, Clerk

VERIFIED

8-9-62 Mailed Southern Bank of Commerce, Martinsville, Va.

IN TRUST, to secure the sum of Two Thousand Nine Hundred Sixteen and No/100 Dollars evidenced by one certain promissory note of even date herewith, made by the parties of the first part and payable to the order of The Southern Bank of Commerce, Martinsville, Virginia, on demand.

This deed of trust is made and executed in conformity with Sections 55-59 and 55-60, Code of Virginia. Either trustee may enforce any trust, whether set out herein or incorporated by reference.

Renewal or extension permitted.

Right of anticipation reserved.

Insurance required as noteholder may specify.

Subject to all upon default.

Exemptions waived.

In event of default, the advertisement required shall be handbills posted in three or more public places for a period of not less than ten days prior to the day of sale. Handbills shall give the time, place, terms and conditions of sale.

A bidder's deposit of not more than One Hundred (\$100.00) Dollars may be required.

WITNESS the following signatures and seals:

Cleo C. Light (SEAL)  
 Claudia Boyd Light (SEAL)

STATE OF VIRGINIA:  
 CITY OF MARTINSVILLE to-wit:

I, William P. Martin, a Notary Public in and for the City of Martinsville in the State of Virginia, hereby certify that Cleo C. Light and Claudia Boyd Light, husband and wife, whose names are signed to the foregoing deed bearing date the 20th day of July, 1962, have acknowledged the same before me in my City aforesaid.

Given under my hand, this 25th day of July, 1962,  
 My commission expires January 19, 1965.

William P. Martin, Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County, July 26, 1962, at 2:05 P.M.

This Deed received in office, and, with certificate thereto attached, admitted to record.

Teste: W. E. Spencer, Clerk

By W. E. Spencer, Clerk

The debt secured herein has been fully paid off and discharged, and the lien created by this deed of trust is hereby released this 29 day of July, 1962.  
 Virginia National Bank, Successor to Southern Bank of Commerce  
 Teste: W. E. Spencer Clerk  
 (See acknowledgment for this instrument filed with you 1965 Book)



PROPERTY

Parcel Information

Parcel Record Number (PRN) **5488** Town/District **BURKS FORK**

Account Name **LIGHT CLAUDIA BOYD**

Account Name 2

Care Of

Address1 **1922 WILSHIRE DR**

Address2

City, State Zip **IRVING, TX 75061**

Business Name

Location Address(es) **RT 602** VA

Map Number

Map Number Sheet Insert DoubleCircle Block Lot SubLot  
**077 31A 077 31 A**

Total Acres **1.0**

Deed **UNK--**

Will **WILL-22-0000157**

Plat **NONE**

Route **602**

Legal Desc 1 **LAUREL FORK**

Legal Desc 2

Zoning

State Class **SFR SUBURBAN**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	<b>\$6,000</b>	<b>\$4,000</b>
Main Structures	<b>\$0</b>	<b>\$0</b>
Other Structures	<b>\$0</b>	<b>\$0</b>
TOTALS	<b>\$6,000</b>	<b>\$4,000</b>

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
LIGHT CLEO C & CLAUDIA BOYD	\$0	WILL-22-0000157	1	09/28/2022
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	P/O ANOTHER	1.00	\$6,000	\$6,000

Tax Map:  
77-31A

770001403

Mailed 1-6-77 Cleo C. Light  
Route 3 Buena Vista  
Ridgeway, Virginia 24148

JOHN I. DeHART, JR., et ux

TO: DEED

CLEO C. LIGHT, et ux

Deed Book 123  
Page 481

THIS DEED, made and entered into this 29th day of December, 1977, by and between JOHN I. DeHART, JR. and BETTY L. DeHART, husband and wife, parties of the first part, and CLEO C. LIGHT and CLAUDIA BOYD LIGHT, husband and wife, parties of the second part;

WITNESSETH:

That for and in consideration of the sum of Twenty-Five (\$25.00) Dollars, cash in hand paid to the parties of the first part by the parties of



the second part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant and convey, with General Warranty and with English Covenants of Title, unto the said Cleo C. Light and Claudia Boyd Light, husband and wife, as tenants by the entirety in fee simple with the right of survivorship as at common law, the following described real estate, to-wit:

All that certain tract or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situate and being on the waters of Laurel Fork Creek in Burks Fork Magisterial District of Floyd County, Virginia, containing an area of 1 acre, be the same more or less, and however much more or less this conveyance is hereby made in gross and by the boundary and not by the acre; and

Being a part of the same real estate referred to in that certain waiver dated May 15, 1976, from J. T. Harper, et als, to John I. DeHart, Jr., recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 117 at page 497; and

Being a part of the same real estate referred to in that certain decree in the matter of John I. DeHart, Jr. vs. J. T. Harper, et als, recorded in said Clerk's Office in Chancery Order Book 18 at page 599; and

Being all of said real estate which lies on the Southeast side of State Road No. 602.

CURTIS A. SUMPTER

WITNESS the following signatures and seals:

John I. DeHart Jr. (SEAL)  
John I. DeHart, Jr.  
Betty L. DeHart (SEAL)  
Betty L. DeHart

STATE OF VIRGINIA )  
 ) to-wit:  
COUNTY OF FLOYD )

The foregoing instrument was acknowledged before me this 29th day of December, 1977, by John I. DeHart, Jr. and Betty L. DeHart, husband and wife.

My commission expires June 16, 1981.

Shelby D. Shuster  
Notary Public.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
December 30, 1977, at 11:20 P.M.  
This Deed received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58-54.1 of the code in the amount of \$ 5.00 has been paid.

Teste: MARGARET H. HARMAN, Clerk  
Donald J. Howell D.A.

## PROPERTY

## Parcel Information

Parcel Record Number (PRN) **13724** Town/District **BURKS FORK**

Account Name **LIGHT CLAUDIA B**

Account Name 2

Care Of

Address1 **1922 WILSHIRE DR**

Address2

City, State Zip **IRVING, TX 75061**

Business Name

Location Address(es) No data to display

## Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
<b>077 44A</b>	<b>077</b>				<b>44</b>	<b>A</b>

Total Acres **1.0**

Deed **UNK-99-0000106**

Will **WILL-22-0000157**

Plat **NONE**

Route

Legal Desc 1 LAUREL RIDGE

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

## Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	<b>\$6,000</b>	<b>\$4,000</b>
Main Structures	<b>\$0</b>	<b>\$0</b>
Other Structures	<b>\$0</b>	<b>\$0</b>
TOTALS	<b>\$6,000</b>	<b>\$4,000</b>

## Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
LIGHT CLEO C OR CLAUDIA B	\$0	WILL-22-0000157	1	09/28/2022
	\$100	UNKNOWN-99-0000106	1	01/12/1999

## Land Segments

Seg	Description	Size	AdjRate	Value
1	RURAL LAND	1.00	\$6,000	\$6,000



990000106

Tax Map:  
77-44A

ARVIL L. HARMON

TO: DEED

CLEO C. LIGHT, et ux.

PG0023 JAN 12 66

Mailed 1-14-99 Cleo C. Light 995 Shadetree Road SW Willis VA 24380

THIS DEED made and entered into this 7th day of January, 1999, by and between  
ARVIL L. HARMON, party of the first part hereinafter styled Grantor and CLEO C. LIGHT and  
CLAUDIA B. LIGHT, husband and wife, parties of the second part hereinafter styled Grantees;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good  
and valuable consideration, cash in hand paid by the said Grantees to the Grantor herein, the receipt  
for all of which is hereby acknowledged, said Grantor does hereby bargain, sell, grant, and convey unto  
the said Grantees as tenants by the entirety with the right of survivorship as at common law as  
provided for in Section 55-21 of the Code of Virginia, 1950, as amended, with GENERAL  
WARRANTY and with ENGLISH Covenants of Title, all that certain lot or parcel of real estate with  
all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being  
on the waters of Oldfield Creek, a tributary of Laurel Fork Creek, in the Burks Fork Magisterial  
District of Floyd County, Virginia, and further described as follows, to-wit:

BEGINNING at a point, common corner of the subject property,  
the property of Paul F. Martin, et ux., and the southeasterly edge of  
the 30 ft. right of way of State Secondary Route No. 602; thence  
leaving said right of way and with the property line of the Martins, S.  
09° 00' 00" E. 387.60 ft. to an axle set; thence S. 71° 36' 12" W.  
185.32 ft. to the southeasterly edge of the 30 ft. right of way of State  
Secondary Route No. 602; thence with the easterly and southeasterly  
edge of said right of way, the following courses and distances: N. 26°  
38' 42" E. 65.95 ft., N. 01° 09' 26" E. 90.30 ft., N. 04° 43' 37" W.

67.86 ft., N. 04° 03' 52" E. 55.92 ft., N. 13° 51' 27" E. 69.11 ft., N.  
24° 39' 13" E. 50.00 ft., N. 40° 33' 07" E. 73.89 ft. to the  
BEGINNING, containing 1.0000 acre, and

being the remainder of that property which was conveyed to the Grantor herein by Deed dated  
April 24, 1995, from Tellie G. Sutphin, et ux., et als., said Deed being of record in the Clerk's Office  
of the Circuit Court of Floyd County, Virginia, in Deed Book 203 at page 335.

This conveyance is made subject to, without reimposing same, all easements,  
conditions, covenants, and restrictions of record affecting the subject real estate.

WITNESS the following signature and seal.

Arvil L. Harmon (SEAL)  
Arvil L. Harmon

STATE OF VIRGINIA,

COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January,  
1999, by Arvil L. Harmon.

My Commission Expires:

March 31, 1999  
Monica Z. Shushin  
Notary Public

Prepared by: Dale Profitt, Attorney, P.C.  
P.O. Box 436, Floyd, VA 24091  
(540) 745-3935

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
Jan 12, 1999, at 2:16, P M  
This instrument received in office, and, with certificate thereto attached,  
admitted to record. The tax imposed by Section 58.1-802 of the code in  
the amount of \$ — has been paid.

Teste: WENDELL G. PETERS, Clerk

Wendell G. Peters 9-8

CWF220000157

Print

Highlight Fields

Clear All Data

**REAL ESTATE AFFIDAVIT**

COMMONWEALTH OF VIRGINIA VA. CODE § 64.1-135

Court File No. \_\_\_\_\_

Floyd County

Circuit Court

Cleo Carmen Light

NAME OF DECEDENT

08/05/2001

DATE OF DEATH

Claudia B. Light

NAME AND ADDRESS OF SUBSCRIBER

995 Phadetta Road, Willis, VA 24380

☒ I have an interest as Heir and co-owner in the real property of the decedent; AND/OR

☐ I qualified in \_\_\_\_\_ NAME OF COURT AS

the personal representative of the above-named decedent, who died intestate as to the real estate described herein, and who, at the time of death, was seized of real property in this county/city, briefly described as

Burks Fork Magisterial District, Floyd County, Virginia

Tax Map ID 77-23F, 77-23G, 77-24, 77-29, 77-31A, 77-44A,

The name and last known address of decedent's heirs are:

NAMES OF HEIRS

ADDRESSES

RELATIONSHIP

AGE

Claudia B. Light

same as above

Spouse

Adult

9/8/22  
DATE

Claudia Light  
SIGNATURE OF SUBSCRIBER

State/Commonwealth of Texas

☐ City ☒ County of Dallas

Subscribed and sworn to before me

by Claudia B. Light

PRINT NAME OF SIGNATORY

this 8 day of September, 2022



☐ CLERK ☒ DEPUTY CLERK ☐ NOTARY PUBLIC

My commission expires 08/18/2025

Registration No. 133276658

VIRGINIA: In the Clerk's Office of the Floyd Circuit Court this 28th day of September, 2022 the foregoing AFFIDAVIT was filed and admitted to record.

Test: Phadetta Light  
CLERK

By: \_\_\_\_\_, Deputy Clerk

Print



**REAL ESTATE AFFIDAVIT**  
COMMONWEALTH OF VIRGINIA VA. CODE § 64.1-135

Court File No. CWF 22-157

Floyd County

Circuit Court

Cleo Carmen Light  
NAME OF DECEDENT

08/05/2001  
DATE OF DEATH

Claudia B. Light  
NAME AND ADDRESS OF SUBSCRIBER

995 Phadetta Road, Willis, VA 24380

☒ I have an interest as Heir and co-owner in the real property of the decedent; AND/OR

☐ I qualified in \_\_\_\_\_ AS  
NAME OF COURT

the personal representative of the above-named decedent, who died intestate as to the real estate described herein, and who, at the time of death, was seized of real property in this county/city, briefly described as

Burke Fork Magisterial District, Floyd County, Virginia

Tax Map ID 77-23F, 77-23G, 77-24, 77-29, 77-31A, 77-44A,

The name and last known address of decedent's heirs are:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
<u>Claudia B. Light</u>	<u>same as above</u>	<u>Spouse</u>	<u>Adult</u>

9/8/22  
DATE

Claudia B. Light  
SIGNATURE OF SUBSCRIBER

State/Commonwealth of Texas

☐ City ☒ County of Dallas

Subscribed and sworn to before me

by Claudia B. Light

PRINT NAME OF SIGNATORY

this 0 day of September, 20 22



☒ CLERK ☐ DEPUTY CLERK ☐ NOTARY PUBLIC

My commission expires 08/18/2026

Registration No. 133276658

VIRGINIA: In the Clerk's Office of the Floyd Circuit Court this \_\_\_\_\_ day of \_\_\_\_\_, 20 22  
the foregoing AFFIDAVIT was filed and admitted to record.

Test: Theresa J. Vaughn  
CLERK

By: \_\_\_\_\_, Deputy Clerk

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 2<sup>nd</sup> 2025**, between **Claudia B. Light** owner's 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:

**Offering #1)** Portion of Tax Map 077-29; LAUREL FORK; Consisting of +/- 17.856 Acres; Will #220000157

**Offering #2)** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-10.381 Acres; Will #220000157

**Offering #3)** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-5.184 Acres; Will #220000157

**Offering #4)** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-4.798 Acres; Will #220000157

**Offering #5)** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; LAUREL FORK; Consisting of +/-6.596 Acres; Will #220000157

**Offering #6)** Portion of Tax Map 077-29; Portion of Tax Map 077-31A; Parcel ID: 077-44A LAUREL FORK; Consisting of +/-6.442 Acres; Will #220000157

**Offering #7)** Parcel ID: 077-23G LAUREL FORK; Consisting of +/-1.680 Acres; Will #220000157

**Address: TBD Phadettia Rd., Willis, VA 24380**

- 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.

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

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

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.
4. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **November 17<sup>th</sup> 2025** ("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.

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

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



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 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

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

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

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 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

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

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

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



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.

(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.

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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.

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Claudia B. Light (Seller)

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Date

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Purchaser Name

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Address

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Phone #

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Email

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(Purchaser signature)

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Date

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

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