



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 – Steven M. Agee & Lynn A. Kidd

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

AUCTION DATE – Thursday, October 27th, 2022, 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:

Offering # 1 – 25.548 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 7 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 2 – 5 Acres & Improvements; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 6 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 231 Laurel Branch Road, Floyd VA 24091

Offering # 3 – 15.056 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 5 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 4 – 13.648 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 4 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 5 – 46.8235 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 3 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 20' Water Easement through this tract to adjoining tract to west.

Offering # 6 – 65.542 Acres & 2 50' Right of Ways; Courthouse Magisterial District of Floyd, County VA; Revised Tax Map 54-27; Tract # 1 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 7 – 13.035 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 13 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 8 – 10.943 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 12 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

More Commonly Known As: TBD Laurel Branch Rd NW., Floyd, VA 24091

o **Online Bidding Open NOW**

o **Online Bidding Closes on Thursday, October 27th, 2022, at 4:00 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby

understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).

- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$10,000 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, December 12th, 2022**. 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 3 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 lot will need to be high bidder on all lots 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) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 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 of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

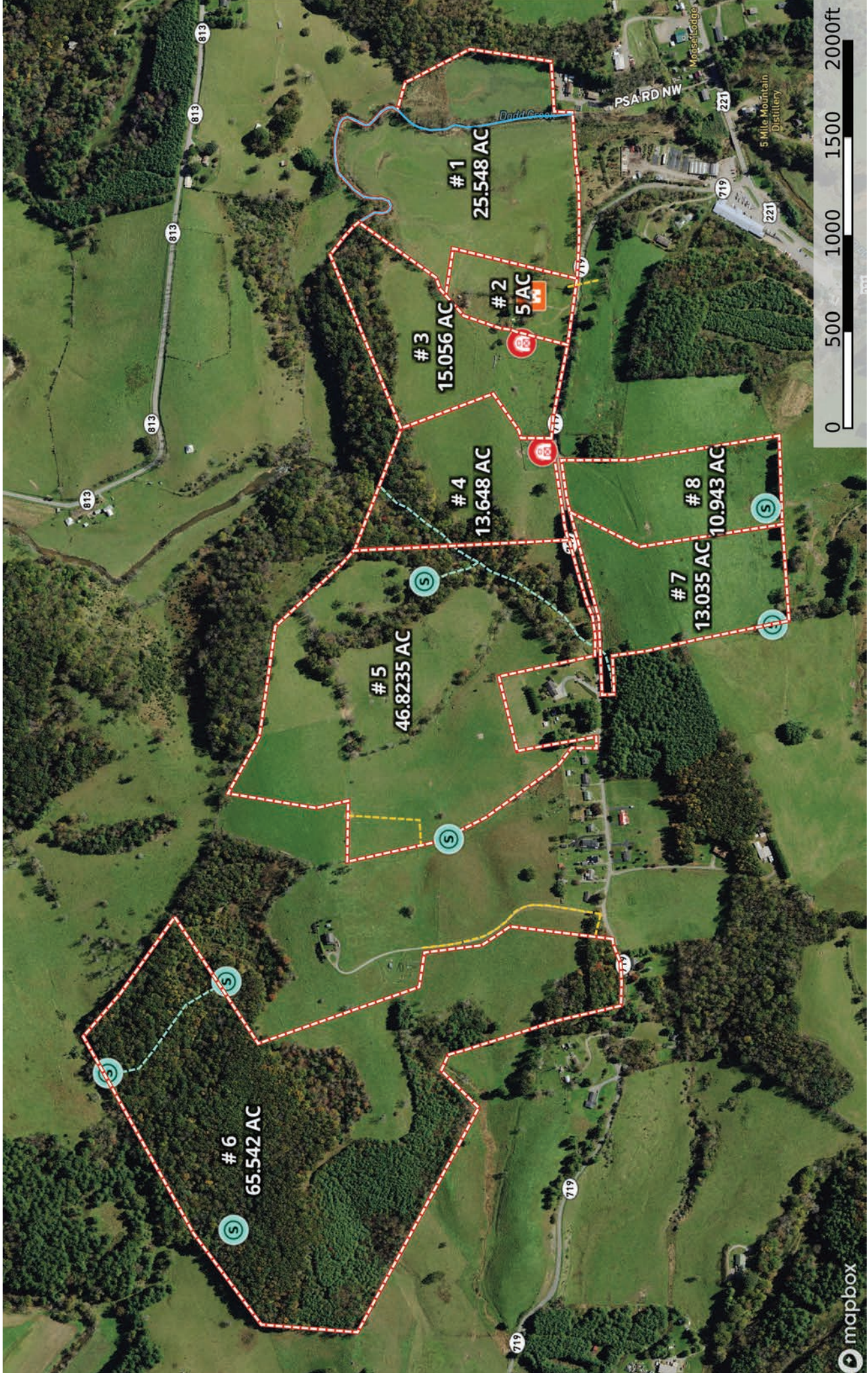
Individual State License #'s

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

Firm State License #'s

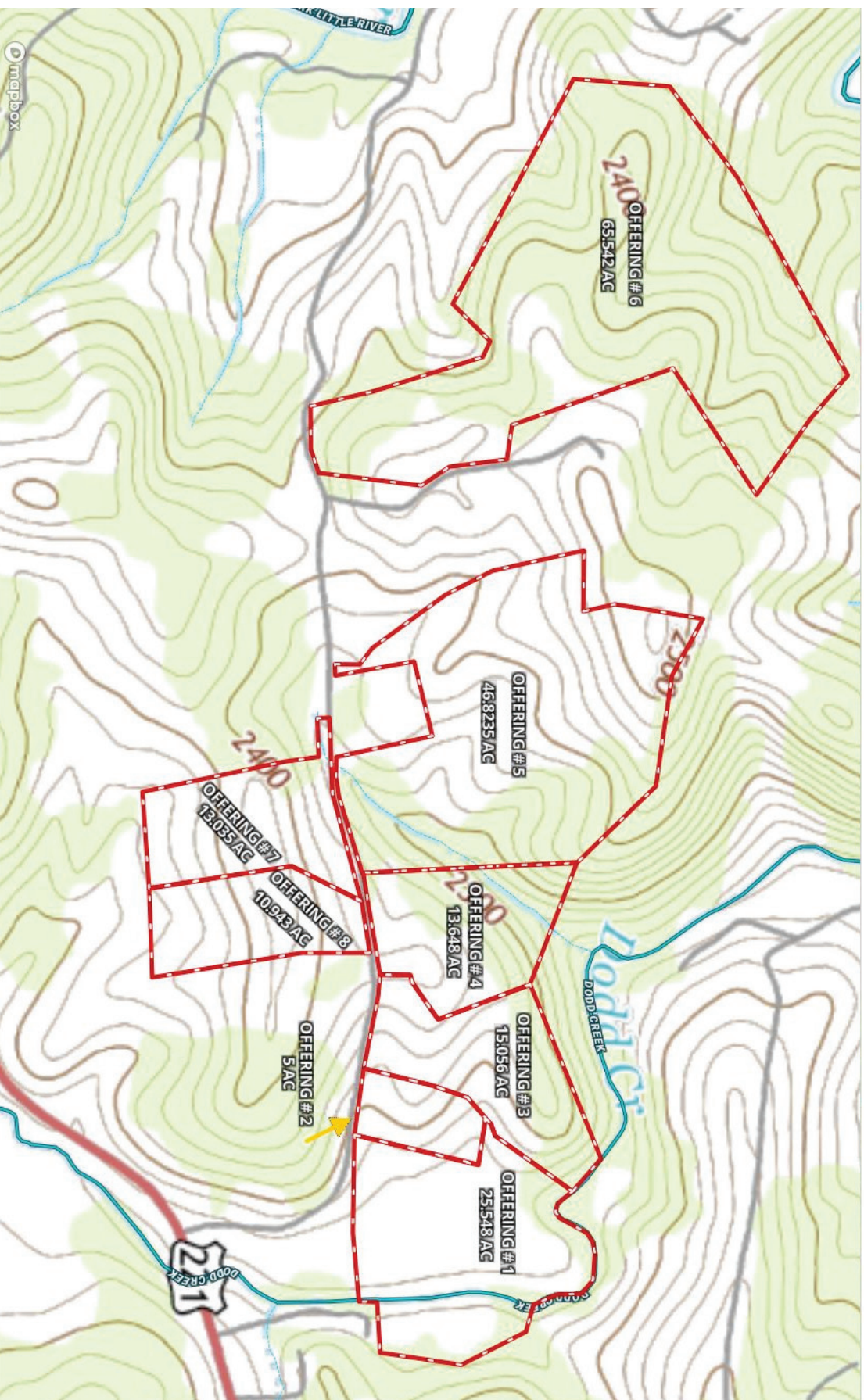
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Laurel Branch Road
Floyd County, Virginia, 195.6 AC +/-



- House - 1,305 SF, 2
- Historic Barn
- Spring
- Water
- Easement to
- Dodd Creek
- Spring Branch
- Boundary

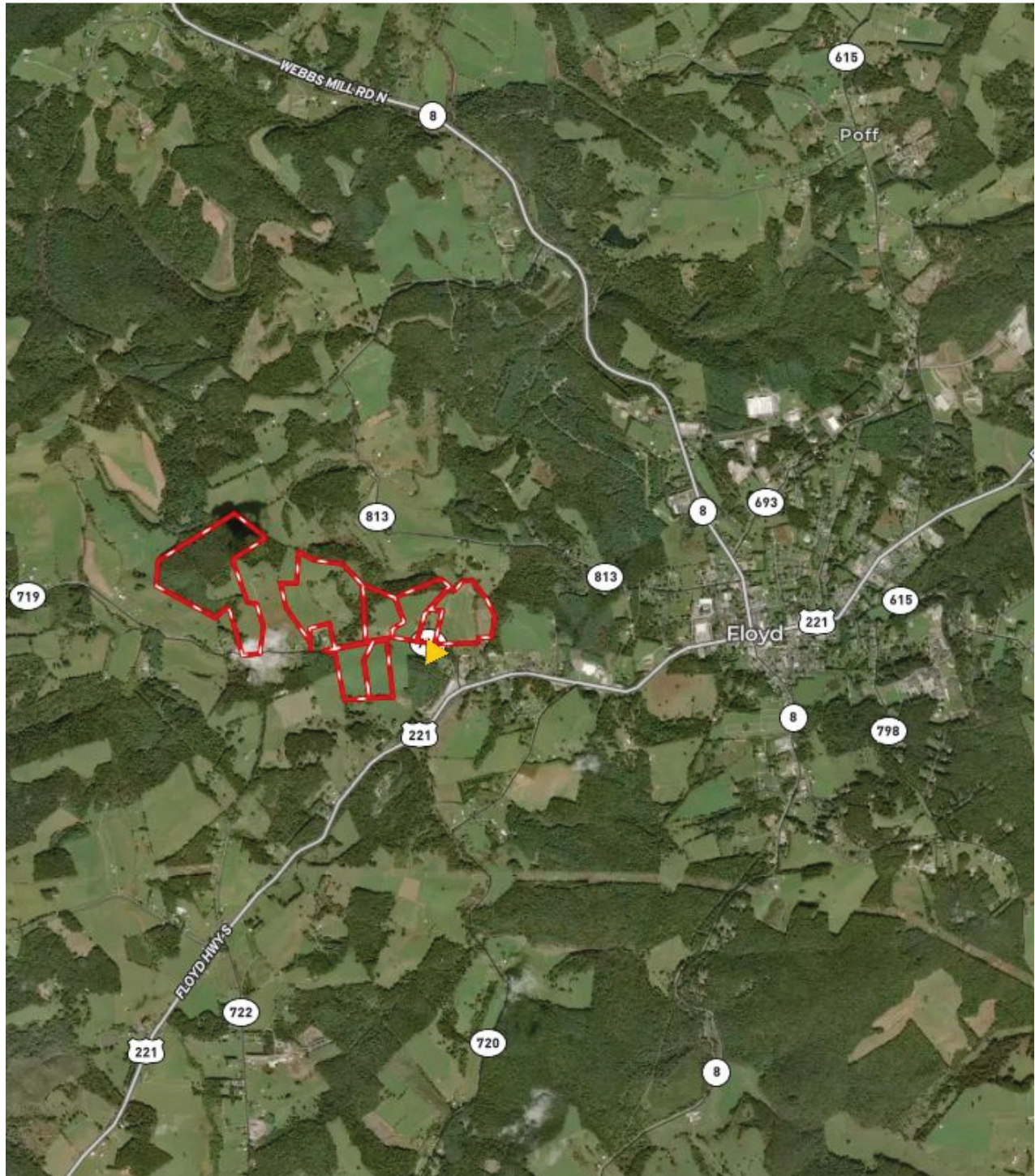
Topo Map





Auction Services

Neighborhood
Laurel Branch Rd. NW
Floyd VA 24091
8 Offerings - 195.6 AC





Location Map

Laurel Branch Rd. NW

Floyd, VA 24091

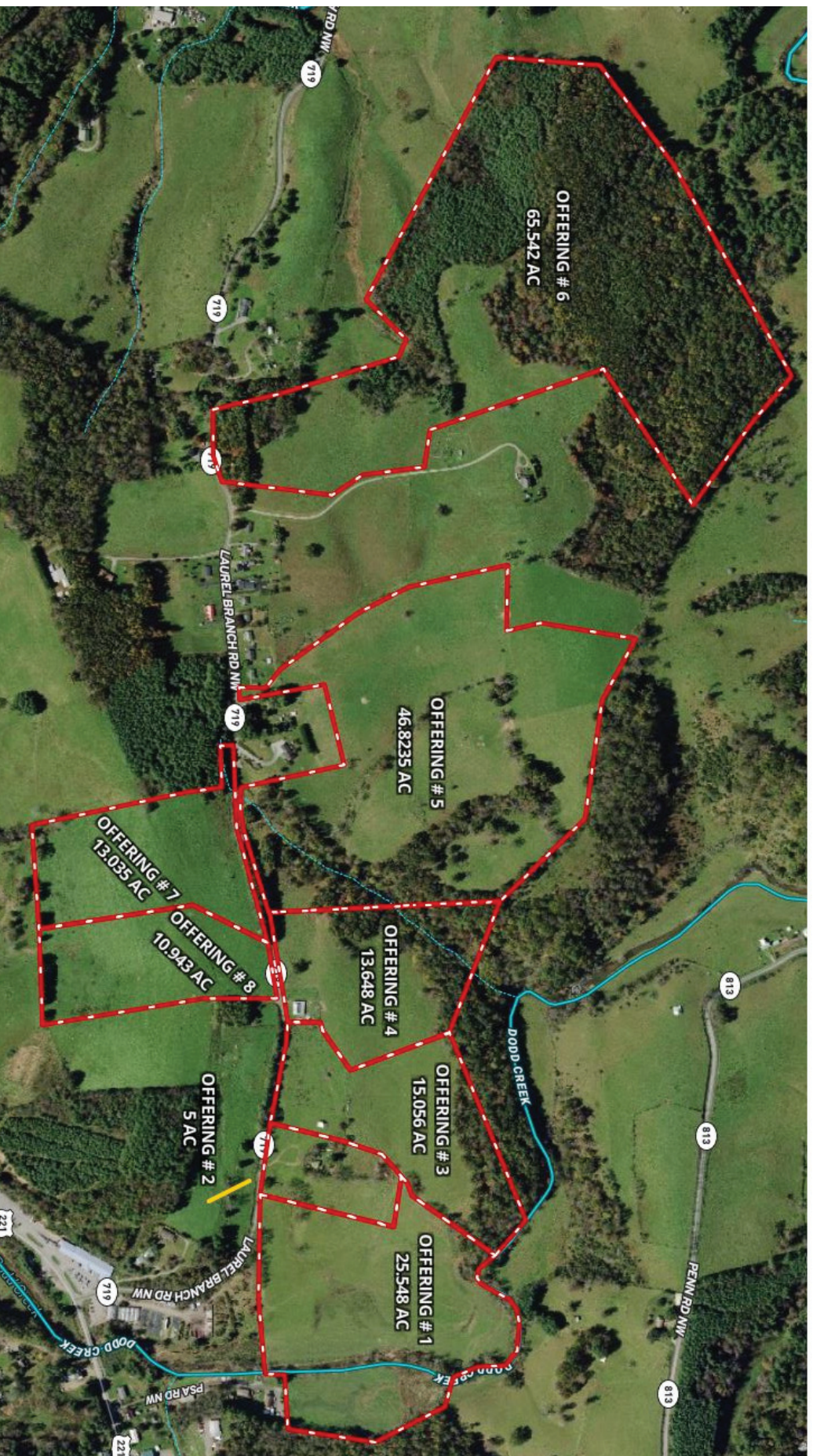
Auction Services



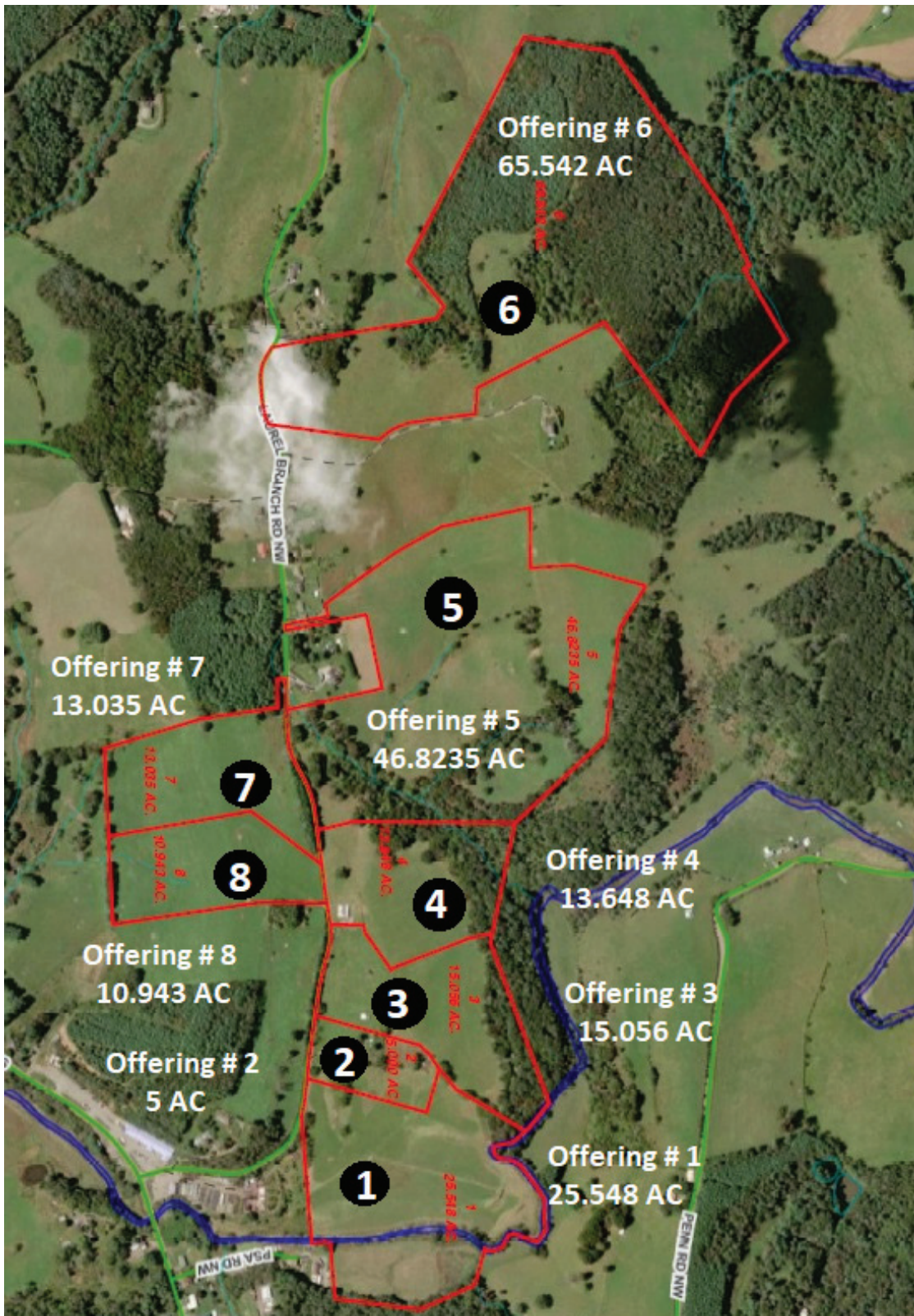
Aerial Map

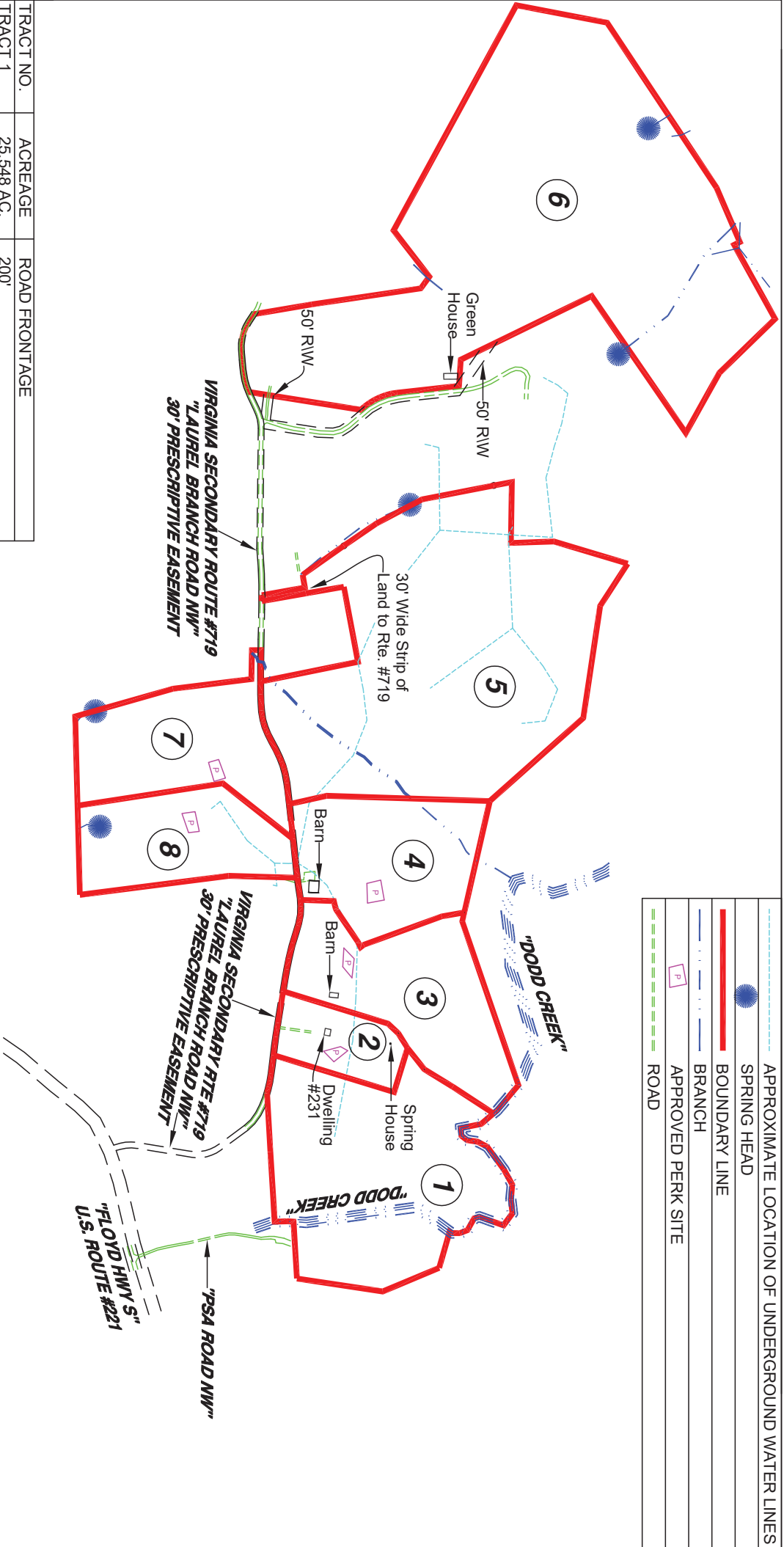
8 offerings - 195.6 AC Total

*Refer to Survey for exact boundary



Aerial w/ Survey Overlay







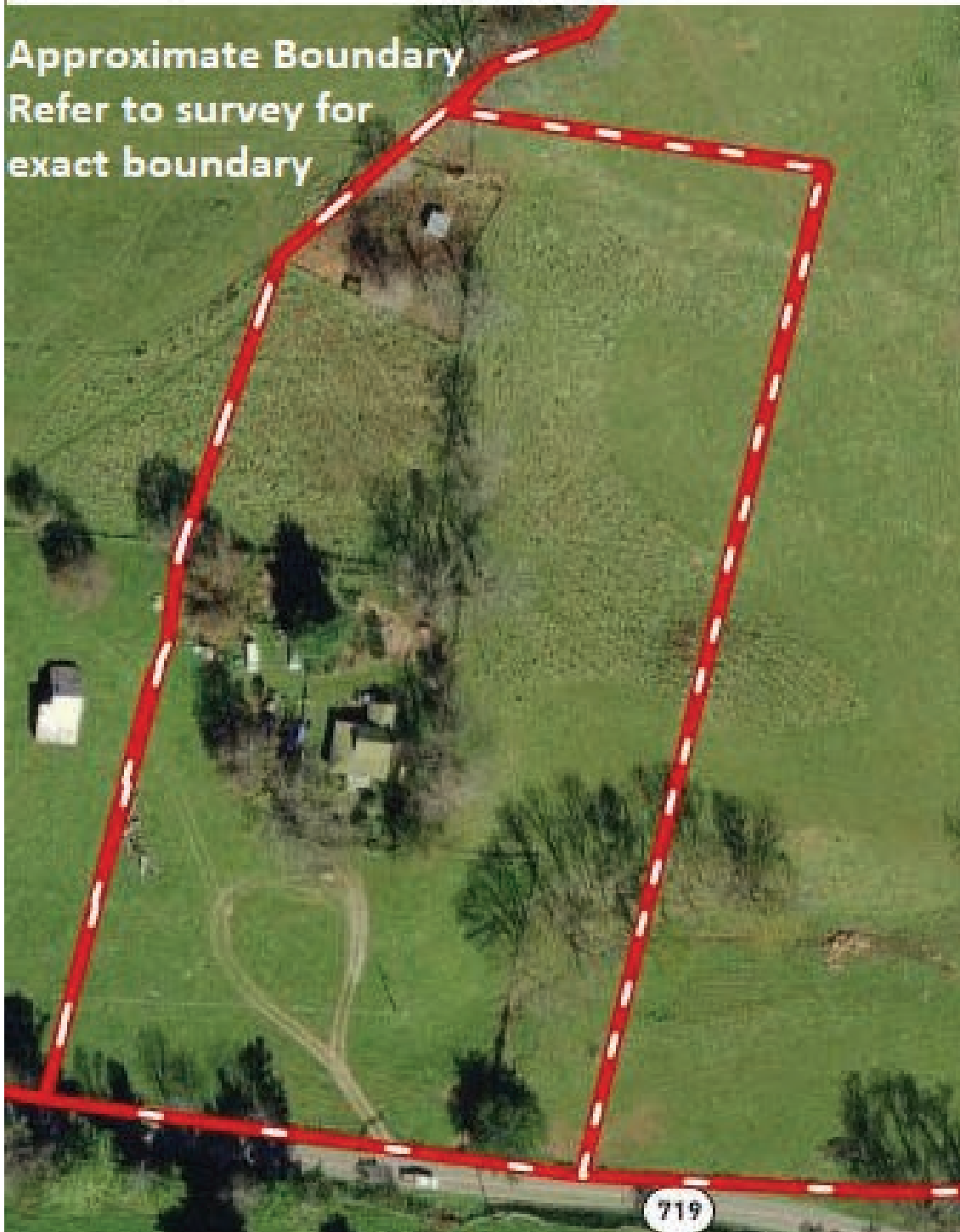
Auction Services

Aerial Map Offering # 1 25.548 AC



Aerial Map Offering # 2 5 Acres

Approximate Boundary
Refer to survey for
exact boundary



Aerial Map Offering # 3

15.056 AC

*Approximate boundary
refer to survey for exact
boundary





Auction Services

Aerial Map Offering # 4

13.648 AC

***Refer to Survey
for exact boundary**





Auction Services

Aerial Map Offering # 5 46.8235 AC

***Refer to Survey for
Exact Boundary**

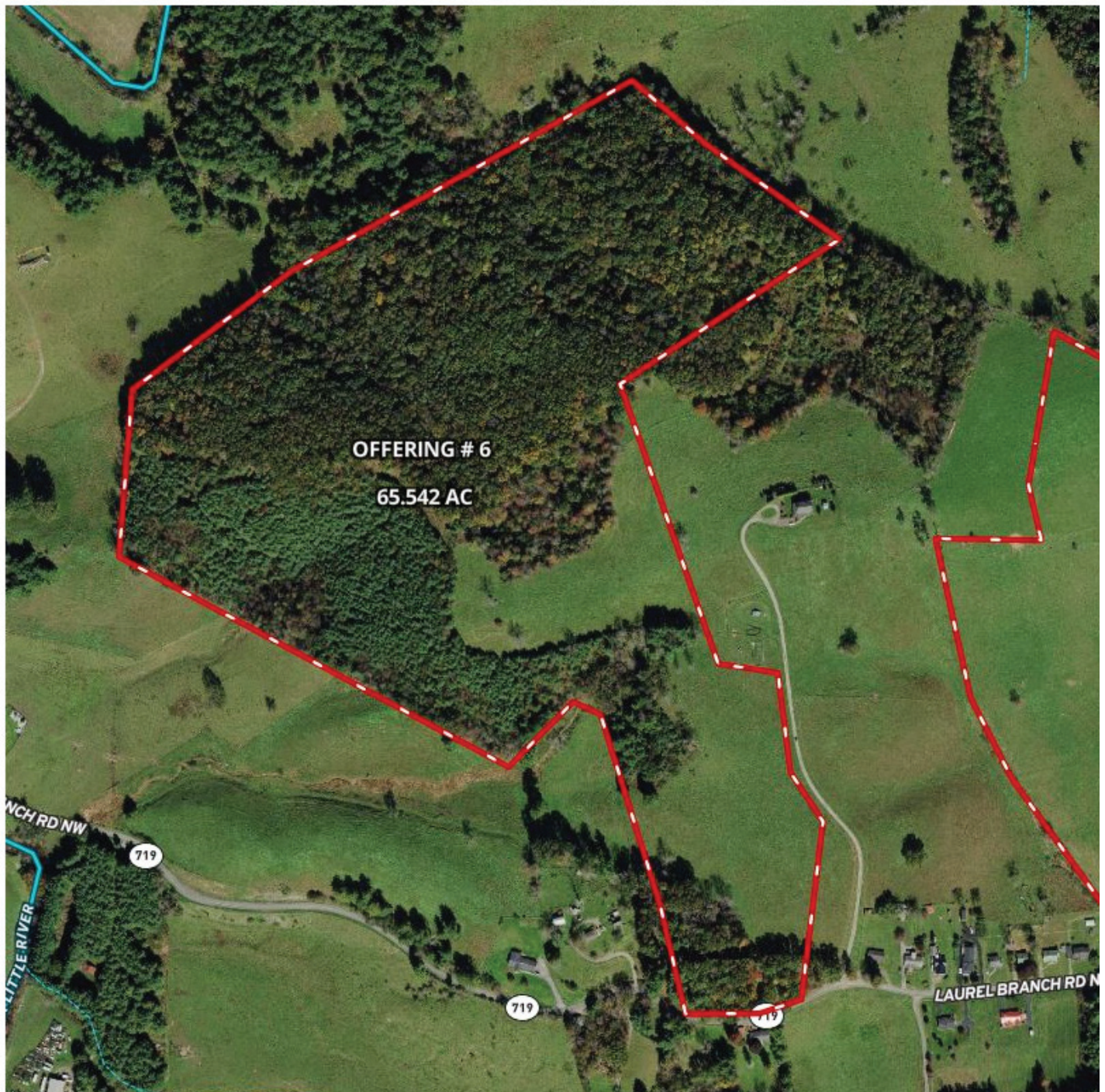




Auction Services

Aerial Map Offering # 6

***Refer to Survey for exact
Boundary**



Aerial Map

Offering # 7 and # 8

13.035 AC & 10.943 AC

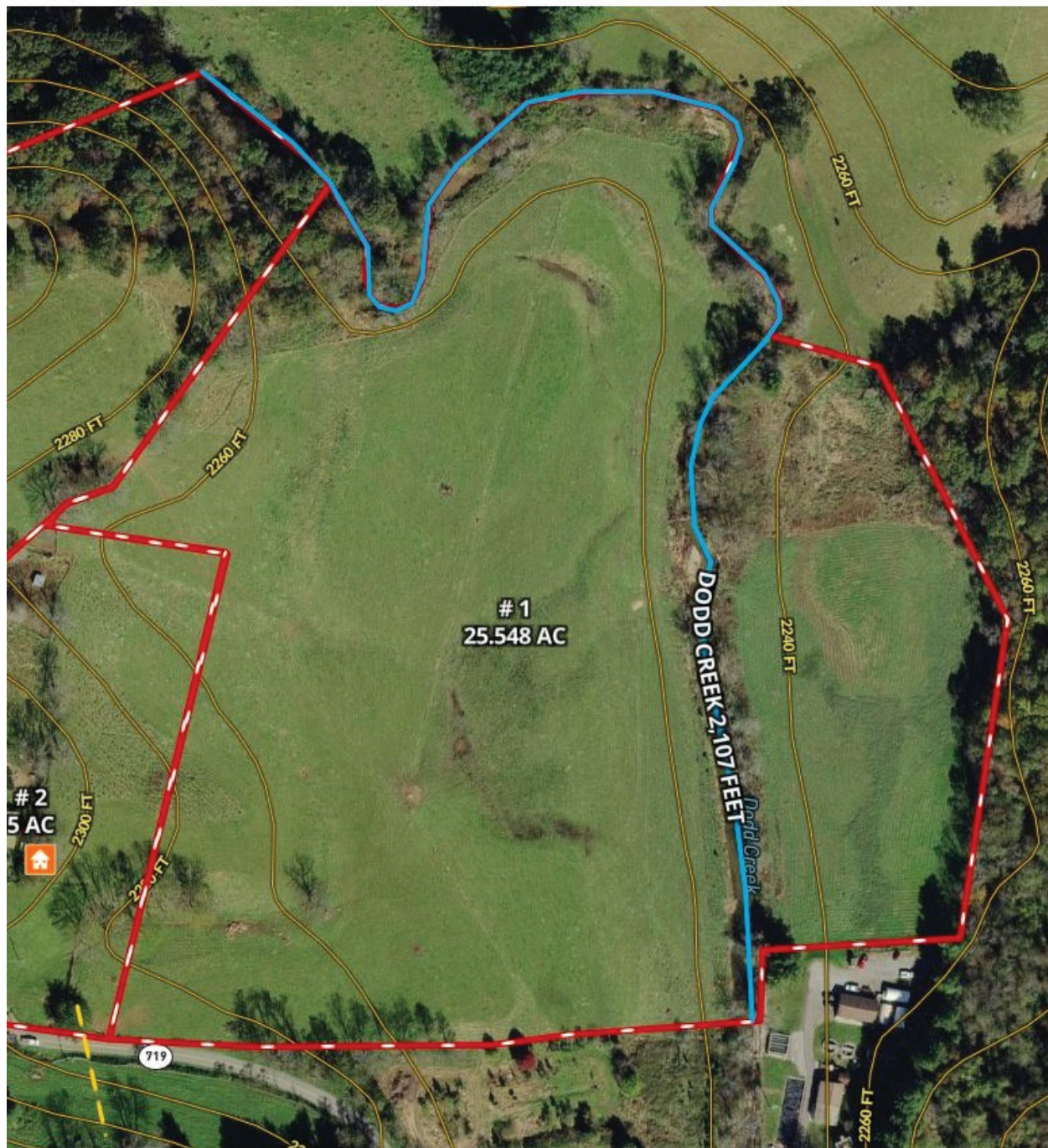
*Refer to Survey for exact
Boundary





Contour Map Offering # 1

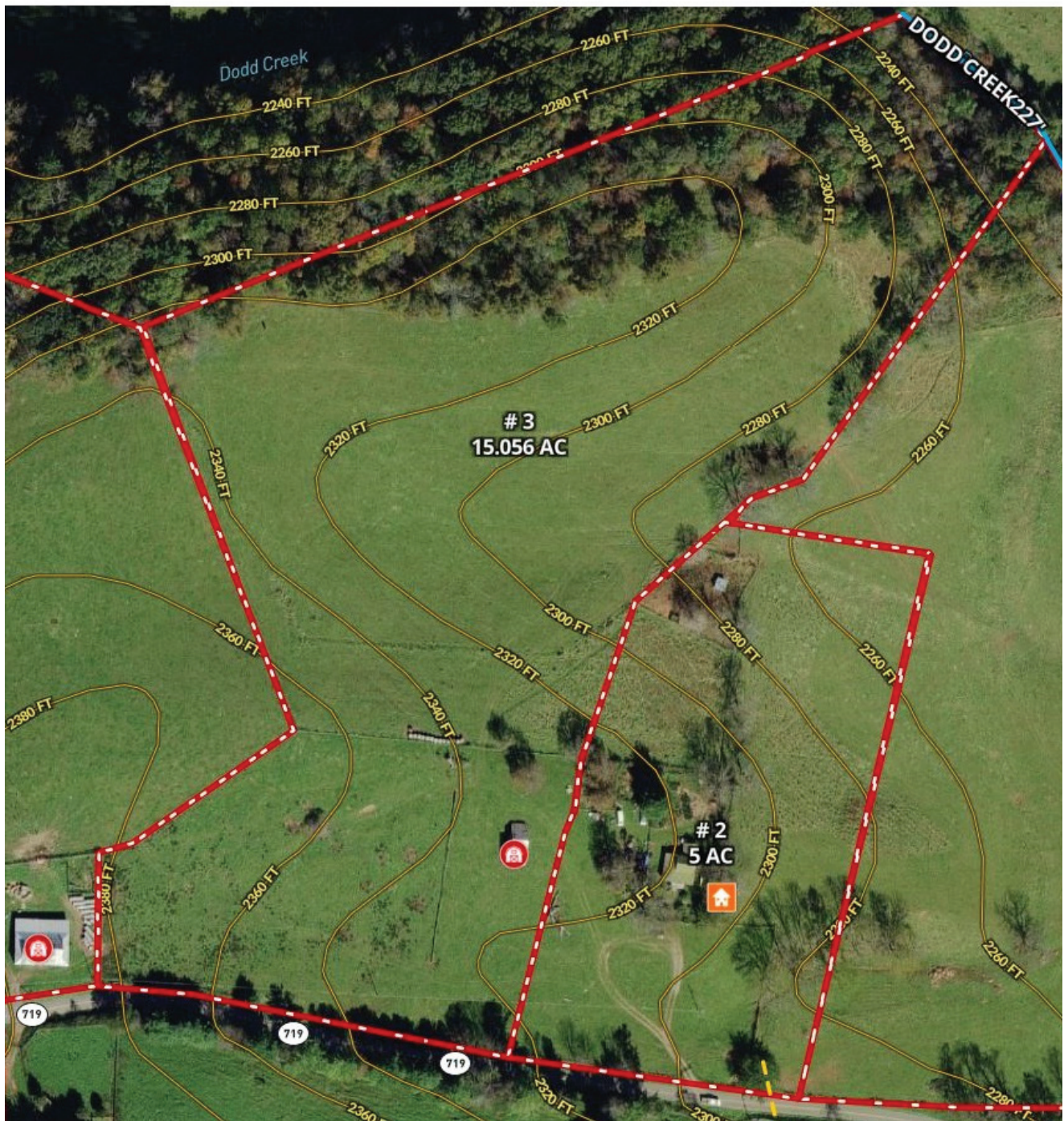
Auction Services



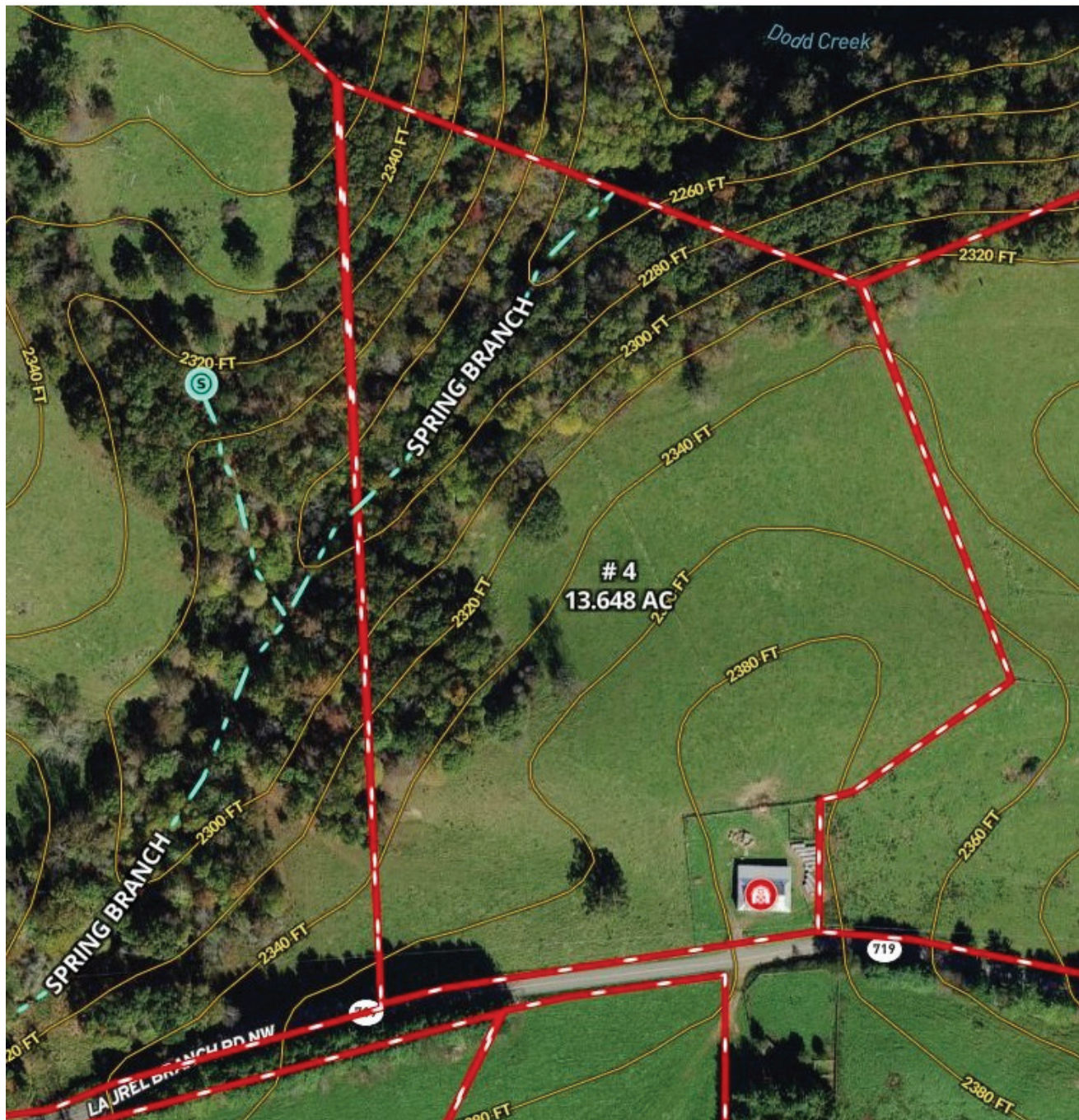


Contour Map Offering # 2 & # 3

Auction Services



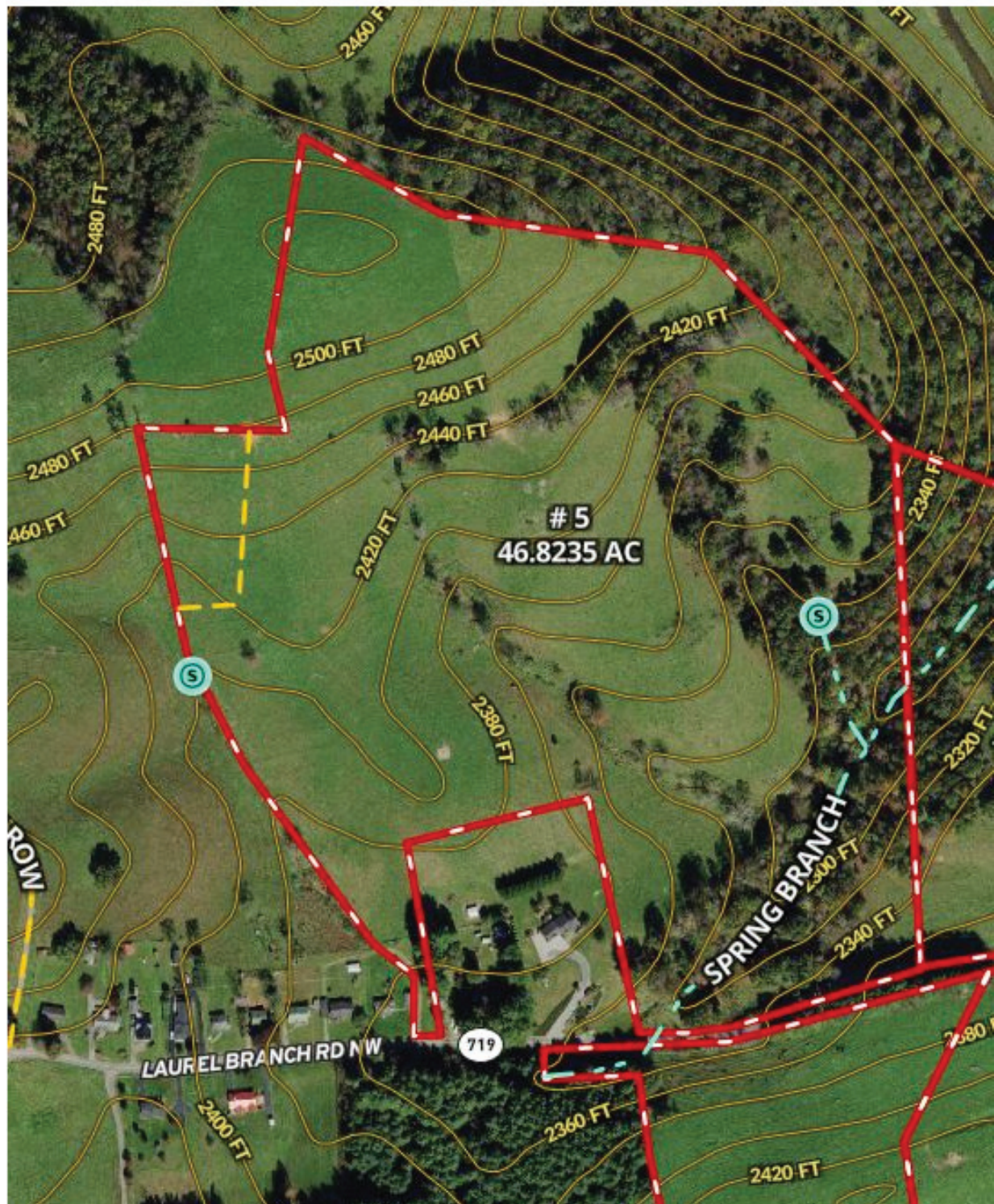
Contour Map Offering # 4





Auction Services

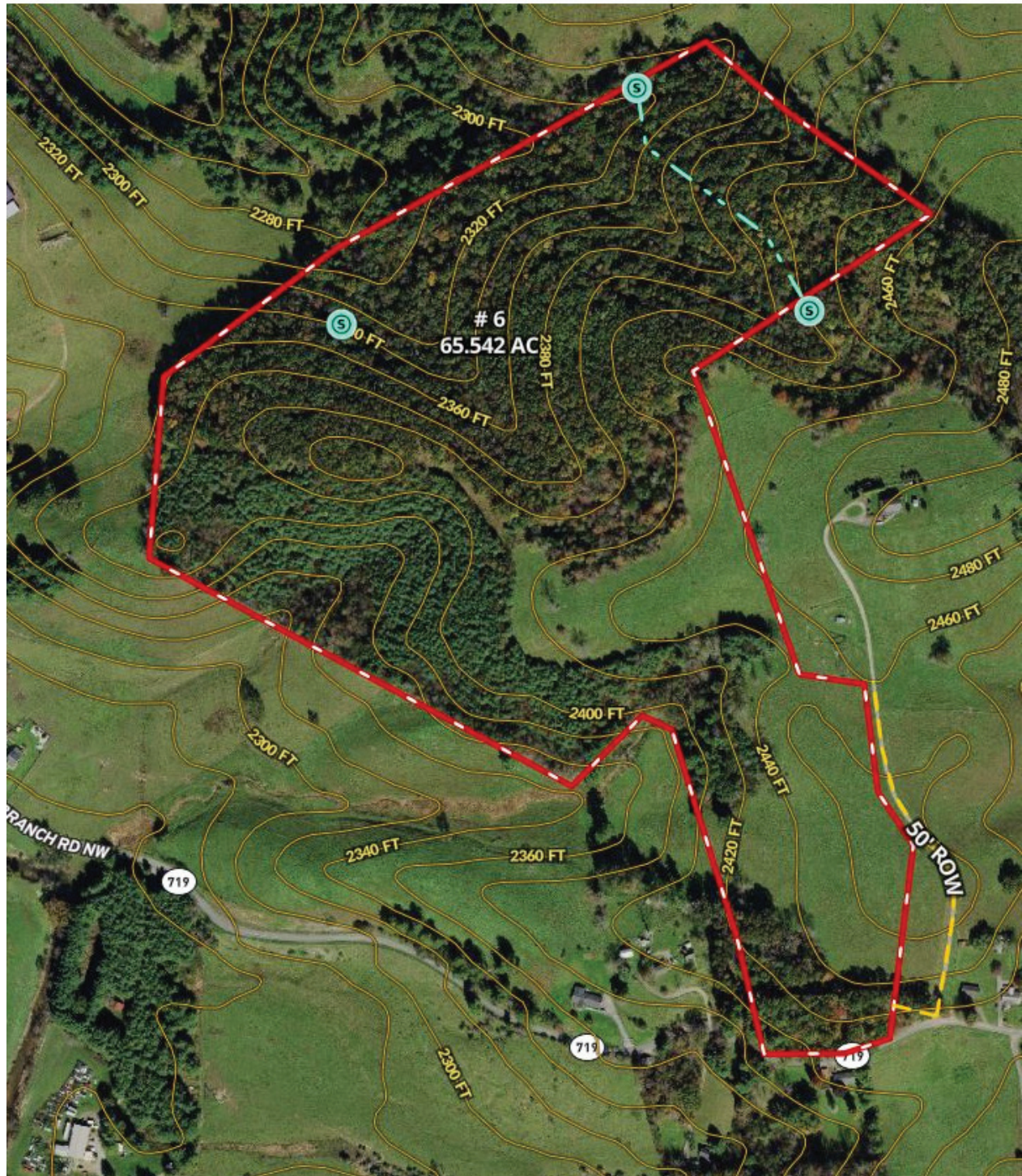
Contour Map Offering # 5



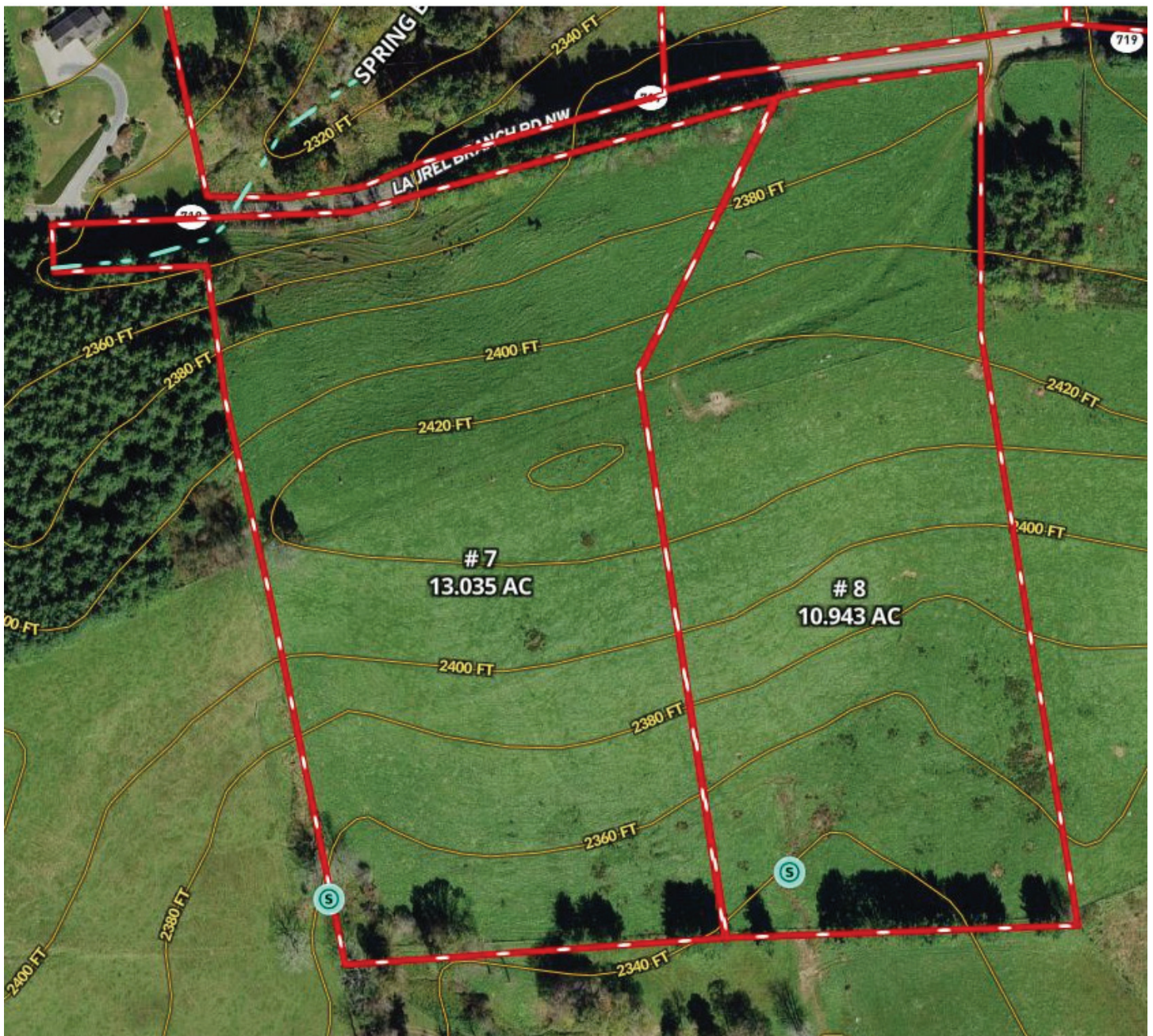


Auction Services

Contour Map Offering # 6



Contour Map Offering # 7 & # 8



******* IMPORTANT NOTE*******

Survey to be recorded has Tract #'s that do not match offering #'s. The following survey is the map that will be recorded. Refer to Sale Maps in Bidder Pack for Tract Offering #'s for online bidding.

CERTIFICATE OF APPROVAL:

THIS PLAT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH THE EXISTING ORDINANCES AND REGULATIONS OF THE COUNTY OF FLOYD AND MAY BE ADMITTED TO RECORD.

AGENT, FLOYD COUNTY BOARD OF SUPERVISORS, DATE

FLOYD COUNTY HEALTH OFFICIAL, DATE

VIRGINIA DEPARTMENT OF TRANSPORTATION ENGINEER, DATE

FLOYD COUNTY E-911 COORDINATOR, DATE

SEE FAMILY SUBDIVISION AFFIDAVIT RECORDED HEREWITH AS INSTRUMENT No. _____

NOTARY'S STATEMENT:

STATE OF _____, to wit: _____, A NOTARY PUBLIC OF AND FOR THE FOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT ALLEN DAVID VEST, III, DID APPEAR BEFORE ME THIS _____ DAY OF _____, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY'S STATEMENT:

STATE OF _____, to wit: _____, A NOTARY PUBLIC OF AND FOR THE FOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT ELLEN MARIE VEST, DID APPEAR BEFORE ME THIS _____ DAY OF _____, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY'S STATEMENT:

STATE OF _____, to wit: _____, A NOTARY PUBLIC OF AND FOR THE FOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT STEVEN MOYER AGEE, DID APPEAR BEFORE ME THIS _____ DAY OF _____, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY'S STATEMENT:

STATE OF _____, to wit: _____, A NOTARY PUBLIC OF AND FOR THE FOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT LYNN ANNE AGEE, DID APPEAR BEFORE ME THIS _____ DAY OF _____, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY'S STATEMENT:

STATE OF _____, to wit: _____, A NOTARY PUBLIC OF AND FOR THE FOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT KIMBERLY J. AGEE, DID APPEAR BEFORE ME THIS _____ DAY OF _____, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON HAS BEEN SUBDIVIDED IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF, AND FURTHER, IN STRICT ACCORDANCE AND IN COMPLIANCE WITH THE VIRGINIA CODE OF 1950, AS AMENDED TO DATE.

LYNN ANNE AGEE (aka LYNN A. KIDD) IS THE SISTER OF STEVEN MOYER AGEE. LYNN A. KIDD IS THE MOTHER OF HALEY KIDD, AMELIA KIDD AND REAGAN KIDD.

STEVEN MOYER AGEE DATE

LYNN ANNE AGEE DATE

KIMBERLY J. AGEE DATE

ALLEN DAVID VEST, III DATE

ELLEN MARIE VEST DATE

SOURCE OF TITLE:

PLAT SHOWING "330.151 AC. TRACT" IS ALL OF THAT PROPERTY ACQUIRED BY STEVEN M. AGEE AND KIMBERLY J. AGEE AS DESCRIBED IN DEED INSTRUMENT No. 01040106, AND 2219.989 AC. IS ALL OF THAT PROPERTY ACQUIRED BY STEVEN MOYER AGEE AND LYNN ANNE AGEE AS DESCRIBED IN DEED BOOK 189, PAGE 611, (2), (b), ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEEDS ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	495.83	158.96	158.28	N 63°47'21" W	18°22'05"	80.17
C2	495.83	65.73	65.68	N 76°46'15" W	7°35'42"	32.91
C3	1065.05	57.82	57.81	N 79°09'29" W	3°06'38"	28.92
C4	1065.05	81.12	81.10	N 75°25'16" W	4°21'49"	40.58
C5	333.88	133.86	132.97	N 84°43'29" W	22°58'17"	67.84
C6	333.88	81.12	81.09	S 83°03'39" W	1°27'28"	4.25
C7	414.63	150.06	149.25	S 73°23'12" W	20°44'11"	75.86
C8	304.05	127.05	126.13	S 74°59'22" W	23°56'31"	64.47
C9	232.80	148.49	146.93	N 75°04'48" W	36°47'27"	77.42
C10	141.93	104.71	102.35	N 18°59'34" W	42°16'16"	54.87
C11	289.19	170.80	168.33	N 23°12'29" W	33°50'27"	87.97
C12	314.19	185.57	182.88	N 23°12'29" W	33°50'27"	95.58



NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS ALL OF FLOYD COUNTY TAX SECTION 54 PARCELS 27, 31 AND 41 AND PARCELS 34 AND 35 FOR THE LOTLINE REVISION.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #10080219C, ZONE X, DATED: 4-19-2008) AND HAS NOT BEEN FIELD VERIFIED.
5. 60' MINIMUM BUILDING SETBACK FROM CENTERLINE OF VIRGINIA SECONDARY ROUTE #719.
6. ANY STREAMS OR WETLANDS CROSSING(S) SHALL BE DESIGNED, INSTALLED, AND MAINTAINED IN A MANNER THAT COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. ANY PROPOSED WORK WITHIN DODD CREEK OR ITS TRIBUTARIES AND/OR ITS ADJACENT WETLANDS IS SUBJECT TO WRITTEN APPROVAL BY THE CORPS OF ENGINEERS AND/OR DEQ PRIOR TO ITS INITIATION. THE OWNER WILL OBTAIN WRITTEN APPROVAL BY SUBMITTING A COMPLETE PERMIT APPLICATION PRIOR TO PERFORMING ANY WORK IN THE WATERWAY AND/OR WETLANDS.

FLOYD COUNTY HEALTH DEPARTMENT NOTES:

1. REFERENCES IS HEREBY MADE TO THE SOIL REPORT, DRAIN FIELD SITE - WELL SITE PLAN ON FILE WITH THE FLOYD COUNTY HEALTH DEPARTMENT. SEWAGE DISPOSAL SYSTEM AND WATER SUPPLIES SHALL BE INSTALLED ACCORDING TO THE PLAN.
2. SEPTIC SYSTEMS WERE EVALUATED ON THE ASSUMPTION THAT THE PROPOSED DWELLINGS WOULD NOT EXCEED THREE (3) BEDROOMS.
3. SOIL WILL NOT BE TREATED FOR TERMITES UNLESS WELLS CAN BE LOCATED 50' FROM PROPOSED DWELLINGS.
4. NO CONSIDERATION FOR PLUMBING FIXTURES IN BASEMENTS WAS CONSIDERED IN LOT ELEVATION.

VIRGINIA DEPARTMENT OF TRANSPORTATION (V.D.O.T.) NOTES:

1. THE APPROVAL BY V.D.O.T. IS FOR THE LAND DIVISIONS FRONTING ON VIRGINIA SECONDARY ROUTE #719, AS SHOWN HEREON. PROPOSED PLANS FOR NEW STREETS OR ROADS, TO BE INCLUDED INTO THE STATE SYSTEM, AFTER THIS DATA, WILL NEED TO BE SUBMITTED TO V.D.O.T. FOR CONSIDERATION.
2. A PERMIT FOR THE CONNECTION OF A DRIVEWAY TO VIRGINIA SECONDARY ROUTE #719, MUST BE OBTAINED BY EACH OWNER OF TRACTS 1 THRU 13 BEFORE DRIVEWAY CONSTRUCTION.

VDOT STATEMENT:

THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OR THE COUNTY APPROVING THE SUBDIVISION AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

AOSE APPROVAL STATEMENT:

THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL ONSITE SEWAGE SYSTEMS IN ACCORDANCE WITH THE PROVISIONS OF THE CODE OF VIRGINIA, AND THE SEWAGE HANDLING AND DISPOSAL REGULATIONS (12 VAC 5-10-10 ET SEQ., THE "REGULATIONS"), (AND LOCAL ORDINANCES IF THE LOCALITY HAS AUTHORIZED THE LOCAL HEALTH DEPARTMENT TO ACCEPT PRIVATE EVALUATIONS FOR COMPLIANCE WITH LOCAL ORDINANCES).

THIS SUBDIVISION WAS SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW PURSUANT TO 32-1-163.5 OF THE CODE OF VIRGINIA WHICH REQUIRES THE HEALTH DEPARTMENT TO ACCEPT PRIVATE SOIL EVALUATIONS AND DESIGNS FROM AN AUTHORIZED ONSITE SOIL EVALUATOR (AOSE) OR A PROFESSIONAL ENGINEER WORKING IN CONSULTATION WITH AN AOSE FOR RESIDENTIAL DEVELOPMENT. THE DEPARTMENT IS NOT REQUIRED TO PERFORM A FIELD CHECK OF SUCH EVALUATIONS. THIS SUBDIVISION WAS CERTIFIED AS BEING IN COMPLIANCE WITH THE BOARD OF HEALTH'S REGULATIONS BY: DAVID HALL, AOSE #194001127, PHONE (340)381-0308. THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION.

PURSUANT TO 360 OF THE REGULATIONS, THIS APPROVAL IS NOT AN ASSURANCE THAT SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMITS WILL BE ISSUED FOR ANY LOT IN THE SUBDIVISION UNLESS THAT LOT IS SPECIFICALLY IDENTIFIED AS HAVING AN APPROVED SITE FOR AN ONSITE SEWAGE DISPOSAL SYSTEM, AND UNLESS ALL CONDITIONS AND CIRCUMSTANCES ARE PRESENT AT THE TIME OF APPLICATION FOR A PERMIT AS ARE PRESENT AT THE TIME OF THIS APPROVAL. THIS SUBDIVISION MAY CONTAIN LOTS THAT DO NOT HAVE APPROVED SITES FOR ONSITE SEWAGE SYSTEMS.

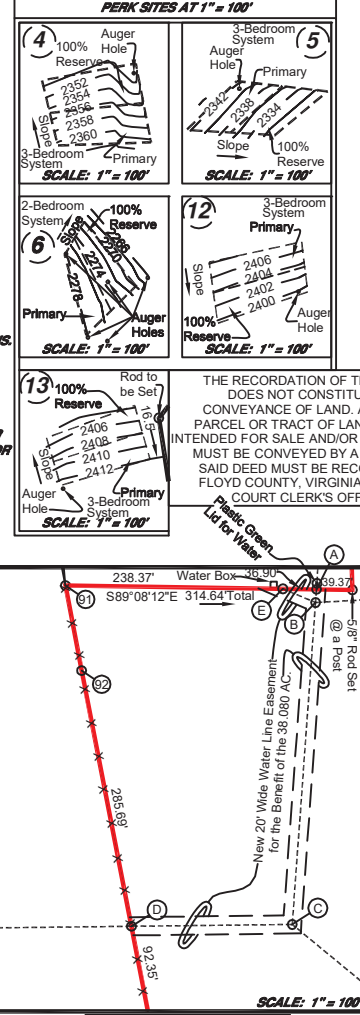
THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THE CERTIFICATION THAT APPROVED LOTS ARE SUITABLE FOR "TRADITIONAL SYSTEMS"; HOWEVER, ACTUAL SYSTEM DESIGNS MAY BE DIFFERENT AT THE TIME CONSTRUCTION PERMITS ARE ISSUED.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, _____, 2022 AT _____, M. THIS MAP RECEIVED IN OFFICE, AND, ADMITTED TO RECORD.

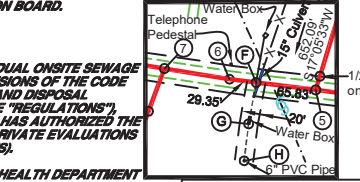
TESTEE: SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS, ORDINANCES AND REGULATIONS, REGARDING THE PLATTING OF SUBDIVISIONS, WITHIN THE COUNTY OF FLOYD, VIRGINIA, GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2022.

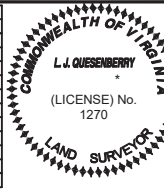
L.J. QUISENBERRY, L.S. #1270



LINE BEARING	DISTANCE
A - B S 04°08'39" W	14.50'
B - C S 04°08'39" W	353.91'
C - D S 89°20'26" W	176.26'
B - E N 67°16'23" W	38.87'



LINE BEARING	DISTANCE
F - G S 10°15'55" W	46.08'
G - H S 06°55'14" W	40.80'



PLAT SHOWING AN "AGRICULTURAL SUBDIVISION", A "FAMILY SUBDIVISION", A "LOT SUBDIVISION" AND A "LOTLINE REVISION" AND PORTIONS OF LOTS 2, 3, 5, 6 AND 10 OF THE J A SOWERS 1831 SURVEY ON RECORD IN DEED BOOK 48, PAGE 466A

250.077 AC. TOTAL PROPERTY OF

STEVEN MOYER AGEE

LYNN ANNE AGEE(aka LYNN A.KIDD)

KIMBERLY J. AGEE

A "FAMILY SUBDIVISION"

"TRACT 8" 2.107 AC.

TO BE ACQUIRED BY

HALEY KIDD

A "FAMILY SUBDIVISION"

"TRACT 9" 2.134 AC.

TO BE ACQUIRED BY

AMELIA KIDD

A "FAMILY SUBDIVISION"

"TRACT 10" 2.060 AC.

TO BE ACQUIRED BY

REAGAN KIDD

A "FAMILY SUBDIVISION"

"TRACT 11" 9.978 AC.

TO BE ACQUIRED BY

LYNN A. KIDD

A "AGRICULTURAL SUBDIVISION"

"TRACT 3" 46.8235 AC.

"TRACT 7" 25.548 AC.

RETAINED BY

STEVEN MOYER AGEE

LYNN ANNE AGEE(aka LYNN A.KIDD)

A "LOT SUBDIVISION"

"TRACT 4" 13.648 AC.

"TRACT 5" 15.056 AC.

"TRACT 6" 5.000 AC.

"TRACT 12" 10.943 AC.

"TRACT 13" 13.035 AC.

RETAINED BY

STEVEN MOYER AGEE

LYNN ANNE AGEE(aka LYNN A.KIDD)

A "LOTLINE REVISION"

"TRACT 1" 65.542 AC.

"TRACT 2" 38.080 AC.

RETAINED BY

STEVEN MOYER AGEE

LYNN ANNE AGEE(aka LYNN A.KIDD)

KIMBERLY J. AGEE

A "LOTLINE REVISION"

0.122 AC. TRACT

PROPERTY OF

STEVEN MOYER AGEE

KIMBERLY J. AGEE

TO BE ACQUIRED BY

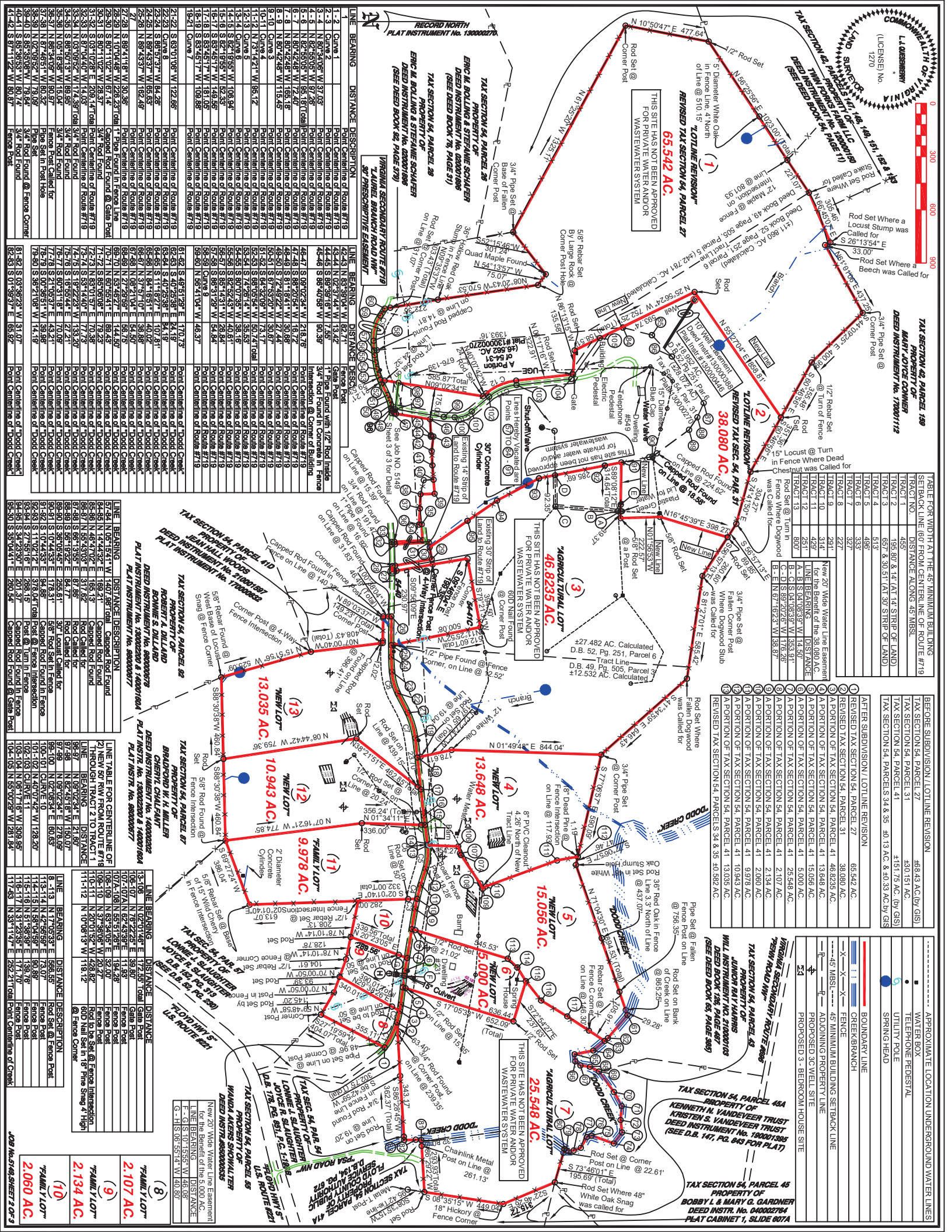
ALLEN DAVID VEST, III & ELLEN MARIE VEST

LOCATED ON VIRGINIA SECONDARY ROUTE #719

"LAUREL BRANCH ROAD NW"

COURTHOUSE MAGISTERIAL DISTRICT

FLOYD COUNTY, VIRGINIA

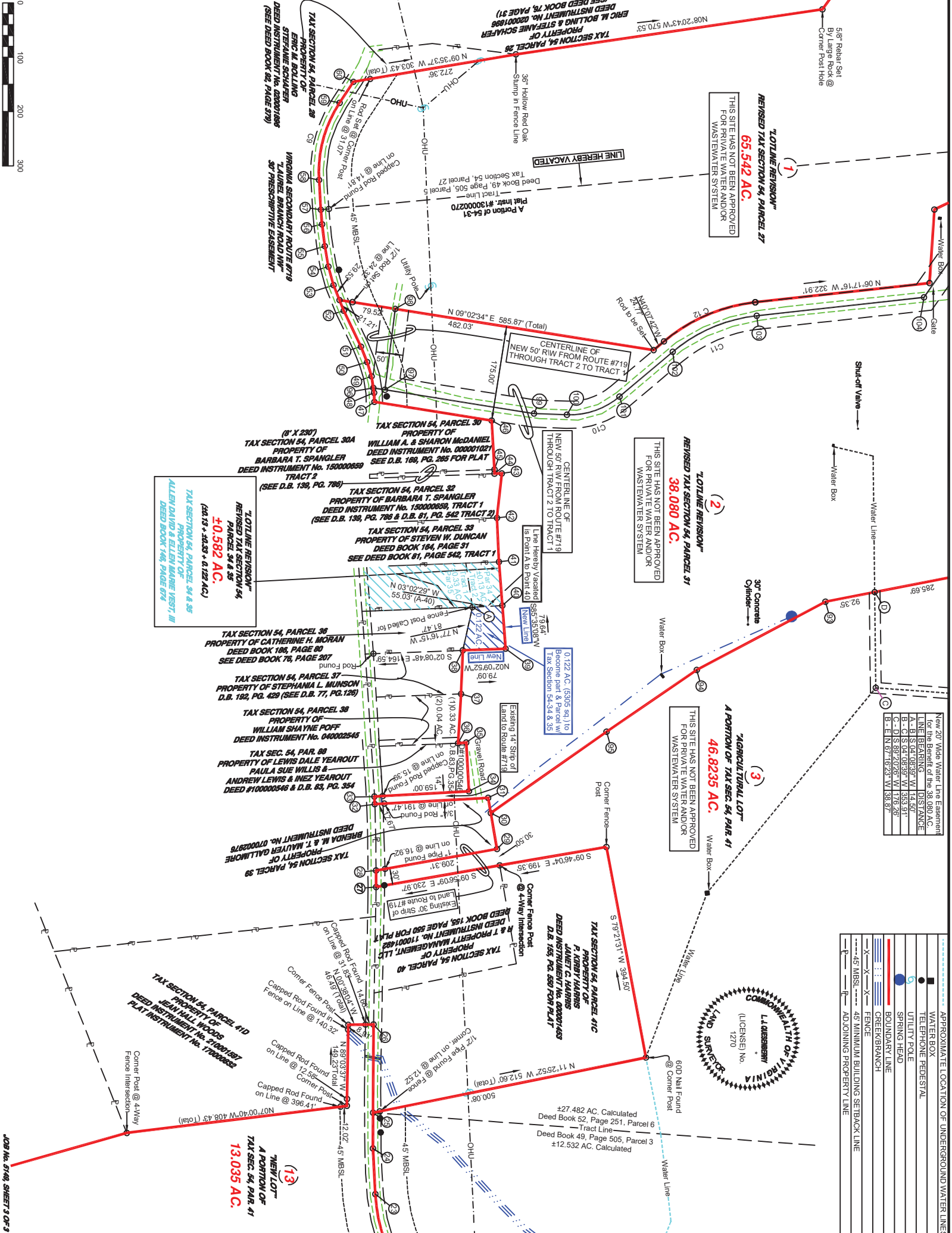


NEW 20' Wide Water Line Easement
for the Benefit of the 38.080 AC
TAX SECTION 54, PARCEL 31

LINE BEARING	DISTANCE
A-B S 04°08'39" W 14.49'	
B-C S 04°08'39" W 14.49'	
C-D S 04°08'39" W 14.49'	
D-E S 04°08'39" W 14.49'	
E-F E 07°16'23" W 38.87'	

APPROXIMATE LOCATION OF UNDERGROUND WATER LINES

WATER BOX	UTILITY POLE	BOUNDARY LINE	CREEK/BRANCH
TELEPHONE PEDestal	SPRING HEAD	FENCE	ADJOINING PROPERTY LINE
45 MBSL	45 MINIMUM BUILDING SETBACK LINE		



SETEC

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

OSE Report for Subdivision

Property Identification:

County: Floyd
Subdivision: Agee Subdivision of TM#: 54-41
Lot #'s: 4, 5, 6, 12, & 13 (Lots 1 - 3 & 7 - 11 are
agriculture or family lots & do not require drainfields for
this report)
Tax Map ID: 54-41
Acreage: 151.75 acres

Directions to the Property:

VA-8 S (0.8 mi), R on US-221 W (1.2 mi), R on Rte
719/Laurel Branch Rd, +/- 0.4 miles to property on right & left

Applicant and Their Address:

Steven & Lynn Agee
4466 Brentwood Court
Roanoke, VA 24018

Applicants Phone Number:

(540) 521-5075

Date of this report:

9/12/2022

Contents of this report: (EACH LOT HAS REPORT PAGES 1-4)

OSE Cover Page & Certification Statement	Primary/Reserve Design Specifications	Page 3
INDIVIDUAL REPORTS FOR EACH LOT (PAGES 1-4)	Plat w/ Drainfield, Boring Locations, & Slope	Page 4
Soil Information Summary	Copy of Subdivision Plat	
Soil Profile Descriptions		

Certification Statement:

I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the *applicable provisions of the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-630), The Regulations for Alternative Onsite Sewage Systems (12VAC5-613)* and all other applicable laws, regulations and policies implemented by the Virginia Department of Health. I further certify that I currently possess any professional license required by the laws and regulations of the Commonwealth that have been duly issued by the applicable agency charged with licensure to perform the work contained herein. The potential to both conventional and alternative onsite sewage systems has been discussed with the owner/applicant.

The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.A.11

I recommend a **subdivision** be approved.

OSE

David Hall #1127



The property lines and building location and proposed sewage disposal area are clearly marked and the property is sufficiently visible to see the topography. I give permission to the Virginia Department of Health to enter onto the property described during normal business hours for the purpose of processing this application and to perform quality assurance checks of evaluations and designs certified by a private sector Onsite Soil Evaluator or Professional Engineer as necessary until the sewage disposal system and/or private water supply has been constructed and approved.


Signature of Owner/Agent

9-14-2022
Date

SETEC

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

General Information

Date: 9/12/2022
 Applicant: Steven & Lynn Agee
 Address: 4466 Brentwood Court, Roanoke, VA 24018
 Directions to the Property: VA-8 S (0.8 mi), R on US-221 W (1.2 mi), R on Rte 719/Laurel Branch Rd, +/- 0.4 miles to property on right (2nd lot past 231 Laurel Branch Rd – Lot w/ 50' x 60' barn at road)
 Subdivision: Agee Subdivision of TM#: 54-41 Lot: 4
 Tax Map ID: 54-41 (13.648 acre portion)

Floyd County Health Department
 Telephone #: (540) 521-5075

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 17 %
3. Depth to rock/impervious strata/auger refusal (AR): Max. >60" Min. 50" None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ No ☐ Texture group 3
Estimated rate 50 Min/inch
7. Percolation test performed Yes ☐ No ☒ Number of percolation test holes
Depth of percolation test holes
Average percolation rate

Name and title of evaluator: David Hall

PSS/AOSE

Signature:

Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 30" depth at site designated. Site provides a total of 1200 square feet of absorption area for the main drainfield and 1200 square feet of absorption area for the reserve drainfield.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/7/2022

Floyd County Health Department

x See application sketch

See construction permit

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 4 (13.648 acre portion)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-6	Brown (7.5YR 4/4) Loam	2
	BA	6-15	Brown (7.5YR 5/4) Loam	2
	Bt	15-30	Strong Brown (7.5YR 5/6) Loam w/ many mica flakes	2
	C	30-60	Reddish Yellow (7.5YR 6/8) Loam w/ many mica flakes; 10% coarse fragments	2
Auger 2	Ap	0-8	Brown (7.5YR 4/4) Loam	2
	BA	8-20	Brown (7.5YR 5/4) Loam	2
	Bt	20-30	Yellowish Red (5YR 5/6) Loam	2
	BC	30-40	Strong Brown (7.5YR 5/6) gravelly Silt Loam; 15% coarse fragments	3
	C	40-50	Strong Brown (7.5YR 5/8) gravelly Loam; 25% basic rock fragments	2
	AR	50	Basic Rock	-
Auger 3	Ap	0-4	Brown (7.5YR 4/4) Loam	2
	BA	4-12	Strong Brown (7.5YR 5/6) Silt Loam	3
	Bt	12-34	Yellowish Red (5YR 5/8) Silt Loam	3
	BC	34-50	Yellowish Red (5YR 5/8) gravelly Silt Loam; 15% coarse fragments	3
	C	50-60	Reddish Brown (5YR 5/4) Silt Loam	3

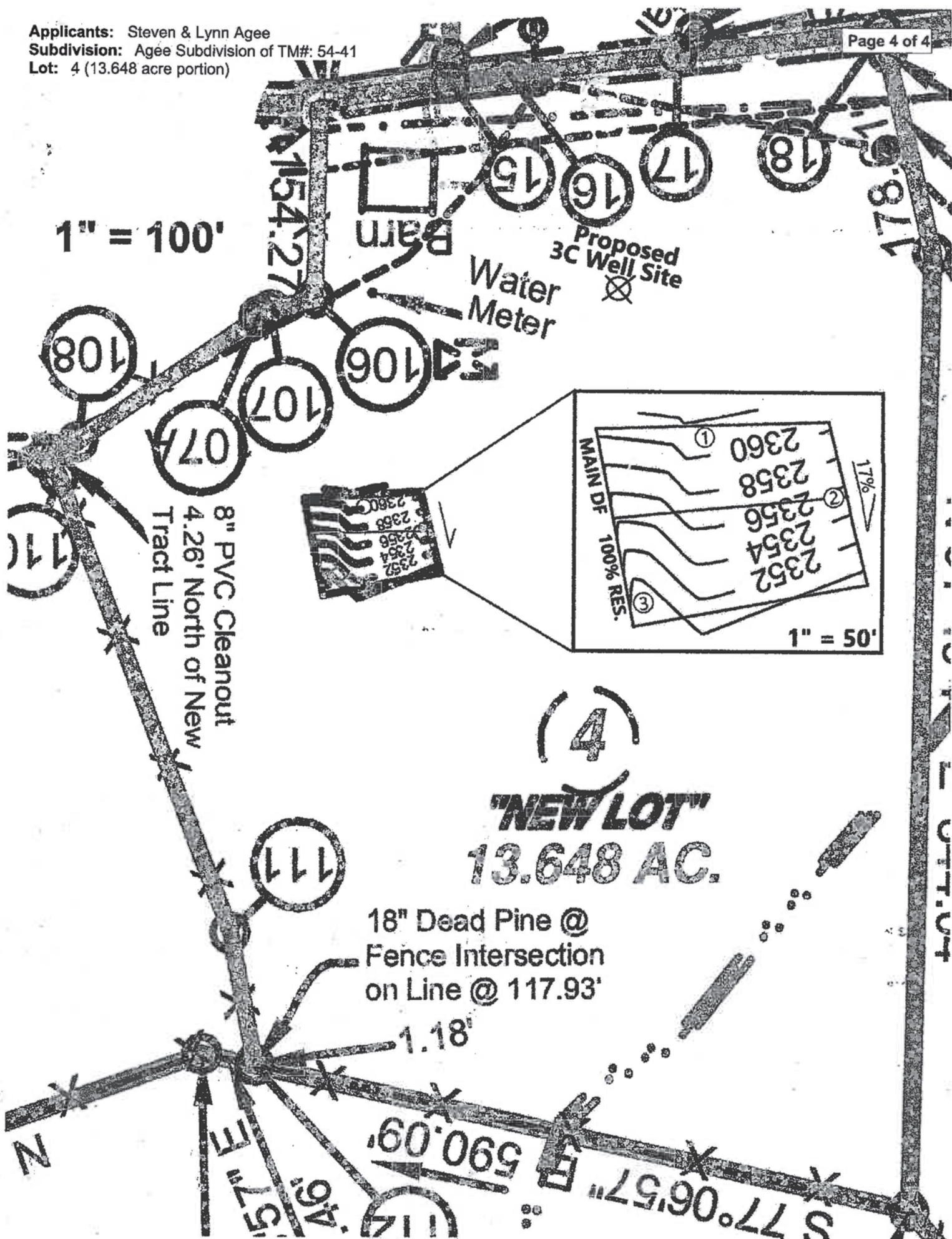
Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 4 (13.648 acre portion)

**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	50	Type of Reserve	Gravity
Slope %	17	EPR	50
# Bedrooms	3	Slope %	17
Gallons/Day	450	Gallons/Day	450
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	376	Total Square Ft. of Trench Bottom Required	1128
Total Square Ft. of Trench Bottom per BR in Design	400	Total Square Ft. of Trench Bottom in Design	1200
Total Square Ft. of Trench Bottom Required	1128	# Lines of Reserve	4
Total Square Ft. of Trench Bottom in Design	1200	Line Length (ft.)	100
# Lines Installed	4	Installed <24" from Rock or Other Impervious Strata	Yes
Length of Line Installed (ft.)	100	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	Yes	Width Required (ft.)	40
Centers (ft.)	10	Width in Design (ft.)	40
Width Required (ft.)	33	Installation Depth (inches into natural soil)	30
Installation Depth (inches into natural soil)	30	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min.

Applicants: Steven & Lynn Agee
Subdivision: Agee Subdivision of TM#: 54-41
Lot: 4 (13.648 acre portion)

Page 4 of 4





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

General Information

Date: 9/12/2022
 Applicant: Steven & Lynn Agee
 Address: 4466 Brentwood Court, Roanoke, VA 24018
 Directions to the Property: VA-8 S (0.8 mi), R on US-221 W (1.2 mi), R on Rte 719/Laurel Branch Rd, +/- 0.3 miles to property on right (1st lot past 231 Laurel Branch Rd - Lot just BEFORE the 50' x 60' barn at road)
 Subdivision: Agee Subdivision of TM#: 54-41
 Tax Map ID: 54-41 (15.056 acre portion)

Floyd County Health Department

Telephone #: (540) 521-5075

Lot: 5

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 16 %
3. Depth to rock/imperious strata: Max. >60" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ No ☐ Texture group 2
Estimated rate 35 Min/inch
7. Percolation test performed Yes ☐ No ☒ Number of percolation test holes
Depth of percolation test holes
Average percolation rate

Name and title of evaluator: David Hall

PSS/AOSE

Signature:

Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 42" depth at site designated. Site provides a total of 900 square feet of absorption area for the main drainfield and 900 square feet of absorption area for the reserve drainfield.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/12/2022

Floyd County Health Department

x See application sketch

See construction permit

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 5 (15.056 acre portion)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-4	Brown (7.5YR 4/4) Loam	2
	BA	4-10	Yellowish Brown (10YR 5/4) Loam	2
	Bt	10-20	Strong Brown (7.5YR 5/8) Loam	2
	BC	20-36	Strong Brown (7.5YR 5/8) Loam w/ many mica flakes	2
	C	36-60	Strong Brown (7.5YR 5/6) Loam w/ many mica flakes	2
Auger 2	Ap	0-4	Dark Yellowish Brown (10YR 4/4) Loam	2
	BA	4-12	Yellowish Brown (10YR 5/4) Loam	2
	Bw	12-24	Yellowish Brown (10YR 5/8) Loam	2
	BC	24-36	Yellowish Brown (10YR 5/8) Loam w/ many mica flakes	2
	C	36-60	Brownish Yellow (10YR 6/6) Loam w/ many mica flakes	2
Auger 3	Ap	0-3	Brown (10YR 4/3) Loam	2
	BA	3-12	Yellowish Brown (10YR 5/4) Loam	2
	Bt	12-24	Strong Brown (7.5YR 5/6) Loam	2
	C	24-60	Strong Brown (7.5YR 5/6) Loam w/ many mica flakes	2

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 5 (15.056 acre portion)

**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

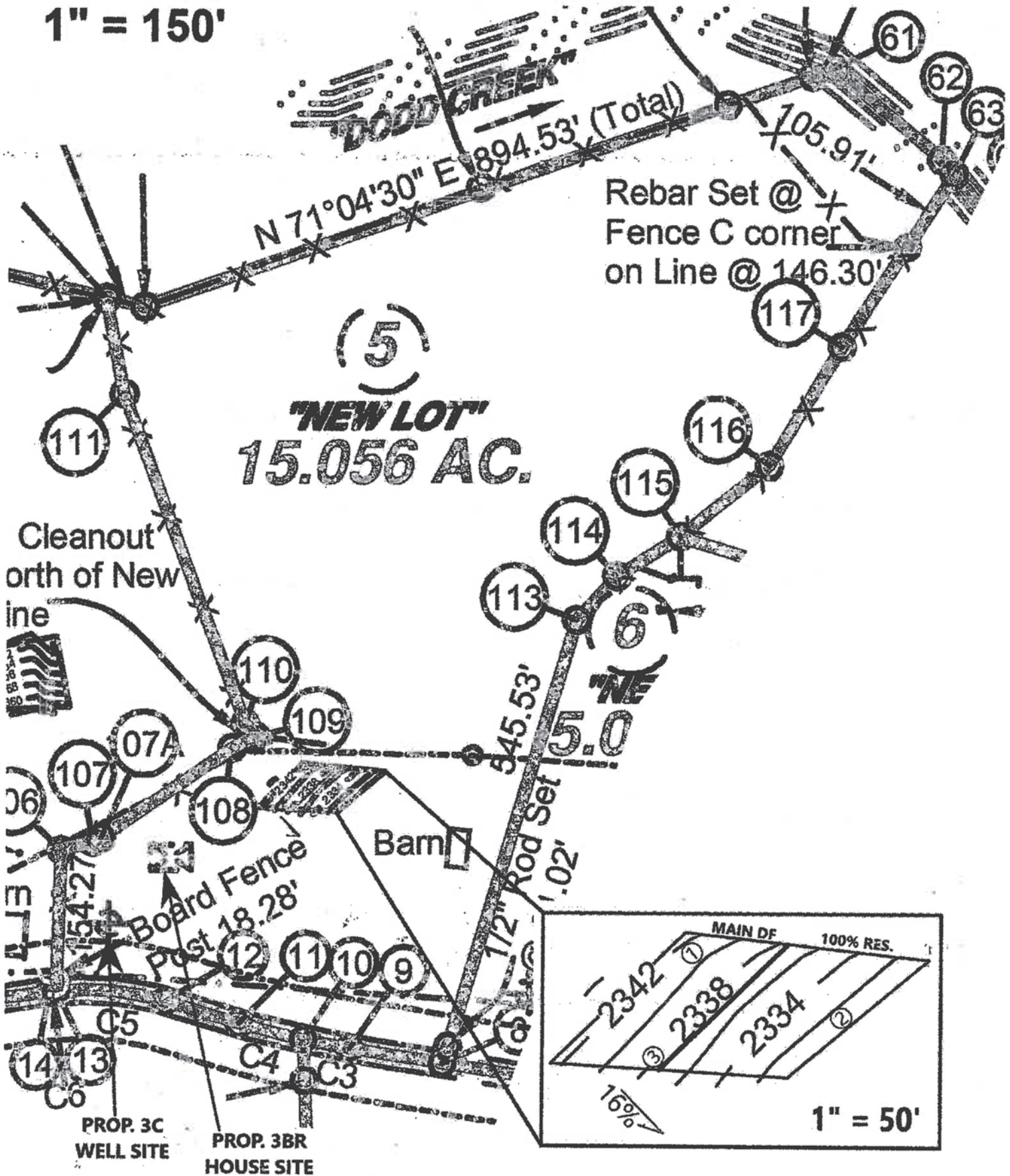
Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	35	Type of Reserve	Gravity
Slope %	16	EPR	35
# Bedrooms	3	Slope %	16
Gallons/Day	450	Gallons/Day	450
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	286	Total Square Ft. of Trench Bottom Required	858
Total Square Ft. of Trench Bottom per BR in Design	300	Total Square Ft. of Trench Bottom in Design	900
Total Square Ft. of Trench Bottom Required	858	# Lines of Reserve	4
Total Square Ft. of Trench Bottom in Design	900	Line Length (ft.)	75
# Lines Installed	4	Installed <24" from Rock or Other Impervious Strata or Bottom of Boring	Yes
Length of Line Installed (ft.)	75	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata or Bottom of Boring	Yes	Width Required (ft.)	40
Centers (ft.)	10	Width in Design (ft.)	40
Width Required (ft.)	33	Installation Depth (inches into natural soil)	42
Installation Depth (inches into natural soil)	42	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min.

Applicants: Steven & Lynn Agee

Subdivision: Agee Subdivision of TM#: 54-41

Lot: 5 (15.056 acre portion)

1" = 150'



SETEC

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E-mail: setec@soilandenvironmentaltechnology.com

General Information

Date: 9/12/2022
 Applicant: Steven & Lynn Agee
 Address: 4466 Brentwood Court, Roanoke, VA 24018
 Directions to the Property: VA-8 S (0.8 mi), R on US-221 W (1.2 mi), R on Rte 719/Laurel Branch Rd, 0.3 miles to property on right located at 231 Laurel Branch Rd NW
 Subdivision: Agee Subdivision of TM#: 54-41 Lot: 6
 Tax Map ID: 54-41 (5 acre portion)

Floyd County Health Department

Telephone #: (540) 521-5075

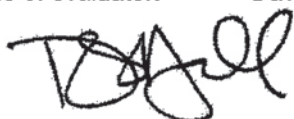
Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 22 %
3. Depth to rock/impervious strata: Max. >60" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 2
 No ☐ Estimated rate 45 Min/Inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall

PSS/AOSE

Signature:



Site Approved: Gravelless absorption trenches dispersing septic tank effluent to be placed at 42" depth at site designated. Site provides a total of 540 square feet of gravelless absorption area for the main drainfield and 540 square feet of gravelless absorption area for the reserve drainfield.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/7/2022

Floyd County Health Department

x See application sketch

See construction permit

Applicants: Steven & Lynn Agee**Subdivision:** Agee Subdivision of TM#: 54-41**Lot:** 6 (5 acre portion)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-8	Brown (10YR 4/3) Loam	2
	Bt	8-18	Yellowish Red (5YR 5/6) Clay Loam	3
	BC	18-36	Strong Brown (7.5YR 4/6) Sandy Loam	2
	C	36-60	Dark Yellowish Brown (10YR 4/6) Sandy Loam	2
Auger 2	Ap	0-8	Brown (10YR 4/3) Loam	2
	Bt	8-18	Yellowish Red (5YR 4/6) Clay Loam	3
	BC	18-36	Dark Yellowish Brown (10YR 4/6) gravelly Loam	2
	C	36-60	Strong Brown (7.5YR 5/6) Loam	2
Auger 3	Ap	0-10	Brown (10YR 4/3) Loam	2
	Bt	10-20	Dark Yellowish Brown (10YR 4/6) Clay Loam	3
	BC	20-30	Dark Yellowish Brown (10YR 4/6) Clay Loam w/ many mica flakes	3
	C	30-60	Yellowish Red (5YR 5/6) Loam w/ many mica flakes	2
Auger 4	Ap	0-10	Brown (10YR 4/3) Loam	2
	Bw	10-20	Dark Yellowish Brown (10YR 4/6) Loam	2
	C	20-60	Brown (7.5YR 4/4) Loam w/ many mica flakes	2
Auger 5	Ap	0-8	Brown (10YR 4/3) Loam	2
	Bt	8-18	Yellowish Red (5YR 5/6) Clay Loam	3
	BC	18-36	Strong Brown (7.5YR 4/6) Sandy Loam	2
	C	36-60	Dark Yellowish Brown (10YR 4/6) Sandy Loam	2

Applicants: Steven & Lynn Agee

Subdivision: Agee Subdivision of TM#: 54-41

Lot: 6 (5 acre portion)

**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

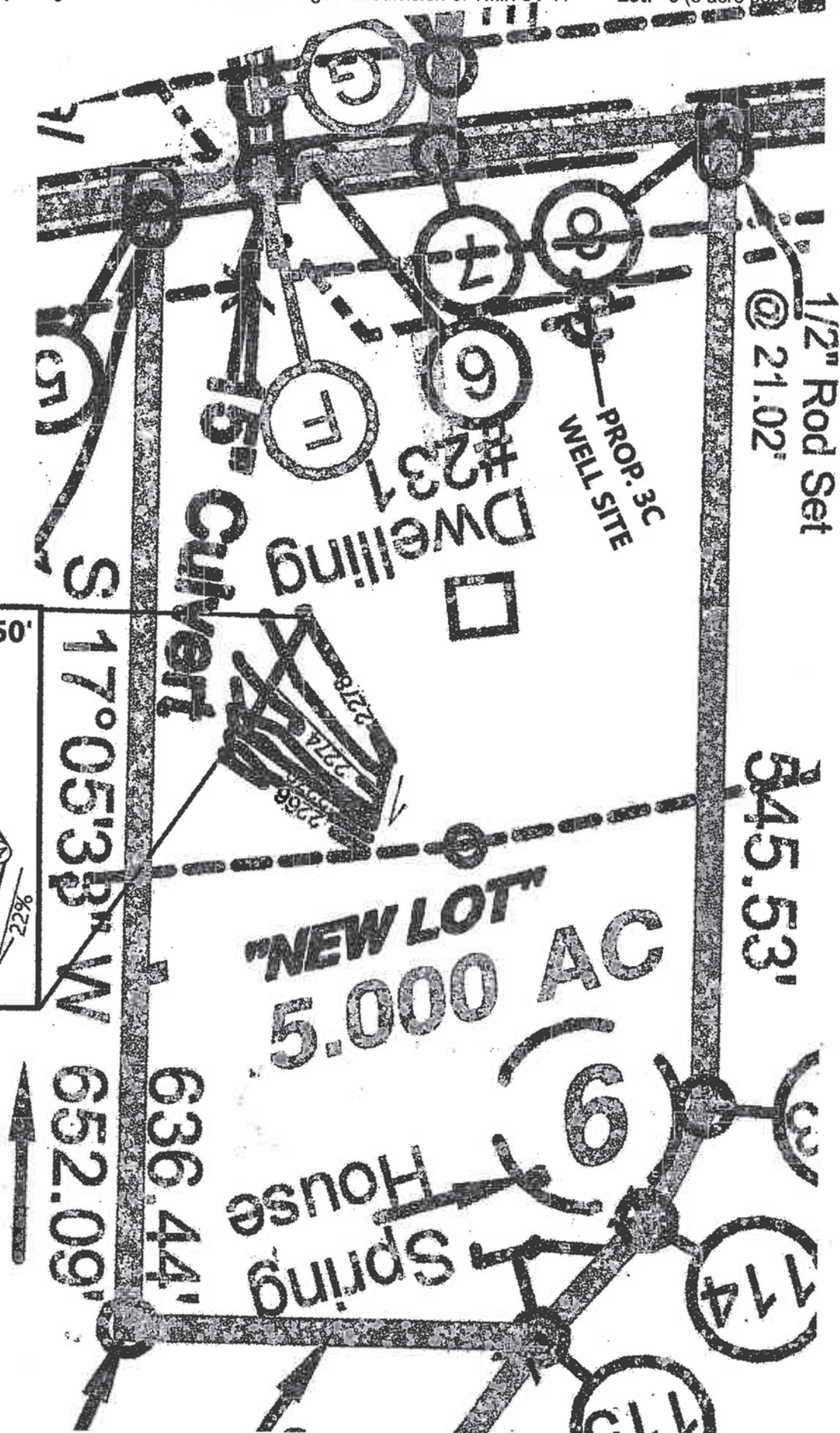
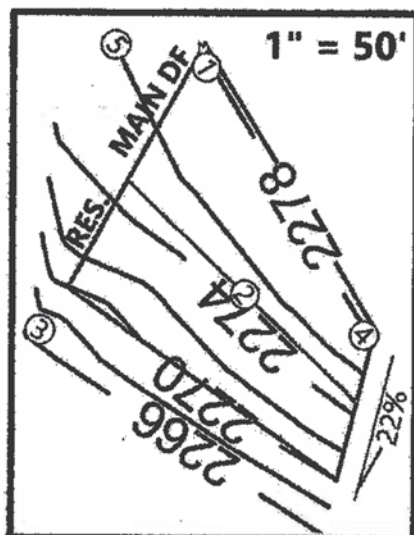
Main DF		Reserve DF	
Type of system	Gravity-Gravelless Trenches	Reserve Area Required	Yes
EPR	45	Type of Reserve	Gravity-Gravelless Trenches
Slope %	22	EPR	45
# Bedrooms	2	Slope %	22
Gallons/Day	300	Gallons/Day	300
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Gravelless Trench Bottom Required per BR	258	Total Square Ft. of Gravelless Trench Bottom Required	516
Total Square Ft. of Gravelless Trench Bottom per BR in Design	270	Total Square Ft. of Gravelless Trench Bottom in Design	540
Total Square Ft. of Gravelless Trench Bottom Required	516	# Lines of Reserve	2
Total Square Ft. of Gravelless Trench Bottom in Design	540	Line Length (ft.)	90
# Lines Installed	2	Installed <24" from Rock or Other Impervious Strata or Bottom of Boring	Yes
Length of Line Installed (ft.)	90	Centers (ft.)	11
Installed <24" from Rock or Other Impervious Strata or Bottom of Boring	Yes	Width Required (ft.)	22
Centers (ft.)	11	Width in Design (ft.)	22
Width Required (ft.)	14	Installation Depth (inches into natural soil)	42
Installation Depth (inches into natural soil)	42	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min.

Applicants: Steven & Lynn Agee

Subdivision: Agee Subdivision of TM#: 54-41

Lot: 6 (5 acre portion)

1" = 80'



3C
-PROP.
WELL SITE

Dwelling
#231

CHRYSLER

"NEW LOT"
5.000 AC

Spring House

545.53

17° 05' 33" N

636 44

652.00

SETEC

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 E-mail: setec@soilandenvironmentaltechnology.com

General Information

Date: 9/12/2022
 Applicant: Steven & Lynn Agee
 Address: 4466 Brentwood Court, Roanoke, VA 24018
 Directions to the Property: VA-8 S (0.8 mi), R on US-221 W (1.2 mi), R on Rte 719/Laurel Branch Rd, +/- 0.4 miles to property 2nd to last lot on left
 Subdivision: Agee Subdivision of TM#: 54-41
 Tax Map ID: 54-41 (10.943 acre portion)

Floyd County Health Department
 Telephone #: (540) 521-5075
 Lot: 12

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 15 %
3. Depth to rock\impervious strata: Max. >60" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 2
 No ☐ Estimated rate 35 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall

PSS/AOSE

Signature:

Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 42" depth at site designated. Site provides a total of 900 square feet of absorption area for the main drainfield and 900 square feet of absorption area for the reserve drainfield.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/7/2022

Floyd County Health Department

x See application sketch

See construction permit

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 12 (10.943-acre portion)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-5	Brown (7.5YR 4/4) Loam	2
	BA	5-15	Brown (7.5YR 5/4) Loam	2
	Bt	15-24	Strong Brown (7.5YR 5/8) Loam	2
	BC	24-33	Yellowish Red (5YR 5/6) Loam w/ many mica flakes	2
	C1	33-48	Strong Brown (7.5YR 5/8) gravelly Loam; 20% basic rock fragments	2
	2C2	48-60	Strong Brown (7.5YR 5/6) Loam w/ many mica flakes	2
Auger 2	Ap	0-4	Dark Yellowish Brown (10YR 4/4) Loam	2
	Bw	4-24	Yellowish Brown (10YR 5/8) Loam w/ many mica flakes	2
	C	24-60	Yellowish Brown (10YR 5/6) Loam w/ many mica flakes	2
Auger 3	Ap	0-2	Brown (7.5YR 4/4) Loam	2
	BA	2-12	Brown (7.5YR 5/4) Loam	2
	Bt	12-30	Yellowish Red (5YR 5/6) Loam	2
	C1	30-54	Yellowish Red (5YR 5/6) Loam w/ many mica flakes	2
	2C2	54-60	Strong Brown (7.5YR 5/8) Loam	2

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 12 (10.943 acre portion)

**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

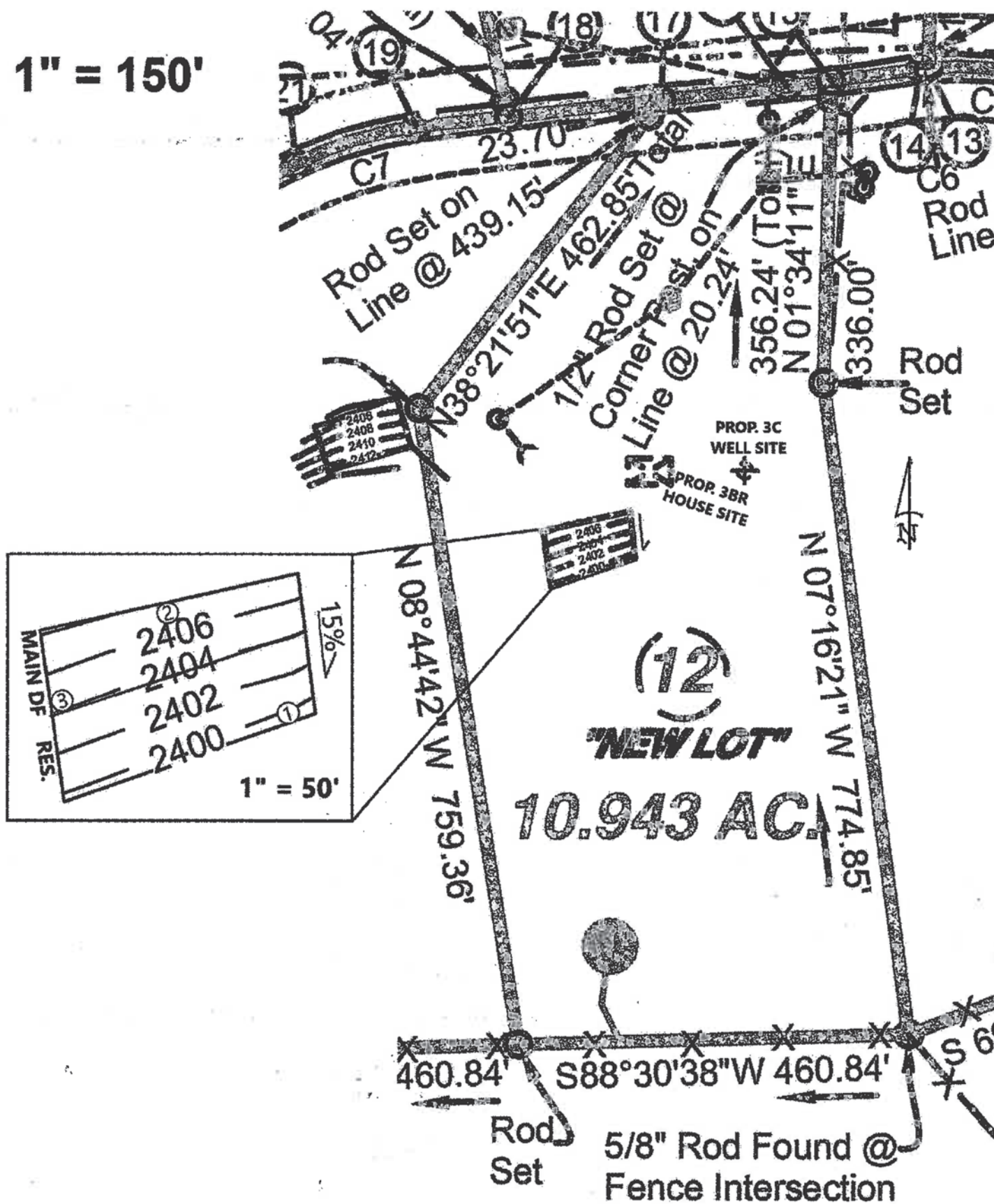
Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	35	Type of Reserve	Gravity
Slope %	15	EPR	35
# Bedrooms	3	Slope %	15
Gallons/Day	450	Gallons/Day	450
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	286	Total Square Ft. of Trench Bottom Required	858
Total Square Ft. of Trench Bottom per BR in Design	300	Total Square Ft. of Trench Bottom in Design	900
Total Square Ft. of Trench Bottom Required	858	# Lines of Reserve	3
Total Square Ft. of Trench Bottom in Design	900	Line Length (ft.)	100
# Lines Installed	3	Installed <24" from Rock or Other Impervious Strata or Bottom of Boring	Yes
Length of Line Installed (ft.)	100	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata or Bottom of Boring	Yes	Width Required (ft.)	30
Centers (ft.)	10	Width in Design (ft.)	30
Width Required (ft.)	23	Installation Depth (inches into natural soil)	42
Installation Depth (inches into natural soil)	42	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min.

Applicants: Steven & Lynn Agee

Subdivision: Agee Subdivision of TM#: 54-41

Lot: 12 (10.943 acre portion)

1" = 150'



SETEC

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

General Information

Date: 9/12/2022
 Applicant: Steven & Lynn Agee
 Address: 4466 Brentwood Court, Roanoke, VA 24018
 Directions to the Property: VA-8 S (0.8 mi), R on US-221 W (1.2 mi), R on Rte 719/Laurel Branch Rd, +/- 0.5 miles to property (last lot on left)
 Subdivision: Agee Subdivision of TM#: 54-41
 Tax Map ID: 54-41 (13.035 acre portion)

Floyd County Health Department
 Telephone #: (540) 521-5075
 Lot: 13

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 15 %
3. Depth to rock/impervious strata: Max. >60" Min. None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ No ☐ Texture group 2
 Estimated rate 35 Min/inch
7. Percolation test performed Yes ☐ No ☒ Number of percolation test holes
 Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: David Hall

PSS/AOSE

Signature:



Site Approved: Absorption trenches dispersing septic tank effluent to be placed at 42" depth at site designated. Site provides a total of 900 square feet of absorption area for the main drainfield and 900 square feet of absorption area for the reserve drainfield.

Site Disapproved:

Reason for rejection: (check all that apply)

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

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Date of Evaluation: 7/7/2022

Floyd County Health Department

x See application sketch

See construction permit

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM# 54-41 **Lot:** 13 (13.035 acre portion)

Hole #	Horizon	Depth (in)	Description	Texture Group
Auger 1	Ap	0-6	Brown (7.5YR 4/4) Loam	2
	BA	6-12	Brown (7.5YR 5/4) Sandy Loam	2
	Bt	12-20	Yellowish Red (5YR 5/6) Clay Loam	3
	BC	20-25	Strong Brown (7.5YR 5/6) Sandy Clay Loam w/ many mica flakes	2
	C1	25-40	Reddish Yellow (7.5YR 7/6) Sandy Loam w/ many mica flakes	2
	C2	40-60	Yellowish Brown (10YR 5/8) Sandy Loam w/ many mica flakes	2
Auger 2	Ap	0-5	Dark Yellowish Brown (10YR 4/4) Loam	2
	BA	5-12	Yellowish Brown (10YR 5/4) Loam	2
	Bt	12-24	Yellowish Red (5YR 5/6) Sandy Clay Loam w/ many mica flakes	2
	BC	24-36	Yellowish Red (5YR 5/8) Sandy Loam w/ many mica flakes	2
	C	36-60	Yellowish Brown (10YR 5/8) Sandy Loam w/ many mica flakes	2
Auger 3	Ap	0-3	Brown (7.5YR 4/4) Loam	2
	BA	3-15	Brown (7.5YR 5/4) Loam	2
	Bt	15-30	Yellowish Red (5YR 5/8) Clay Loam w/ many mica flakes	3
	BC	30-48	Yellowish Red (5YR 5/8) Sandy Loam w/ many mica flakes	2
	C	48-60	Yellowish Brown (10YR 5/8) Sandy Loam w/ many mica flakes	2

Applicants: Steven & Lynn Agee **Subdivision:** Agee Subdivision of TM#: 54-41 **Lot:** 13 (13.035 acre portion)

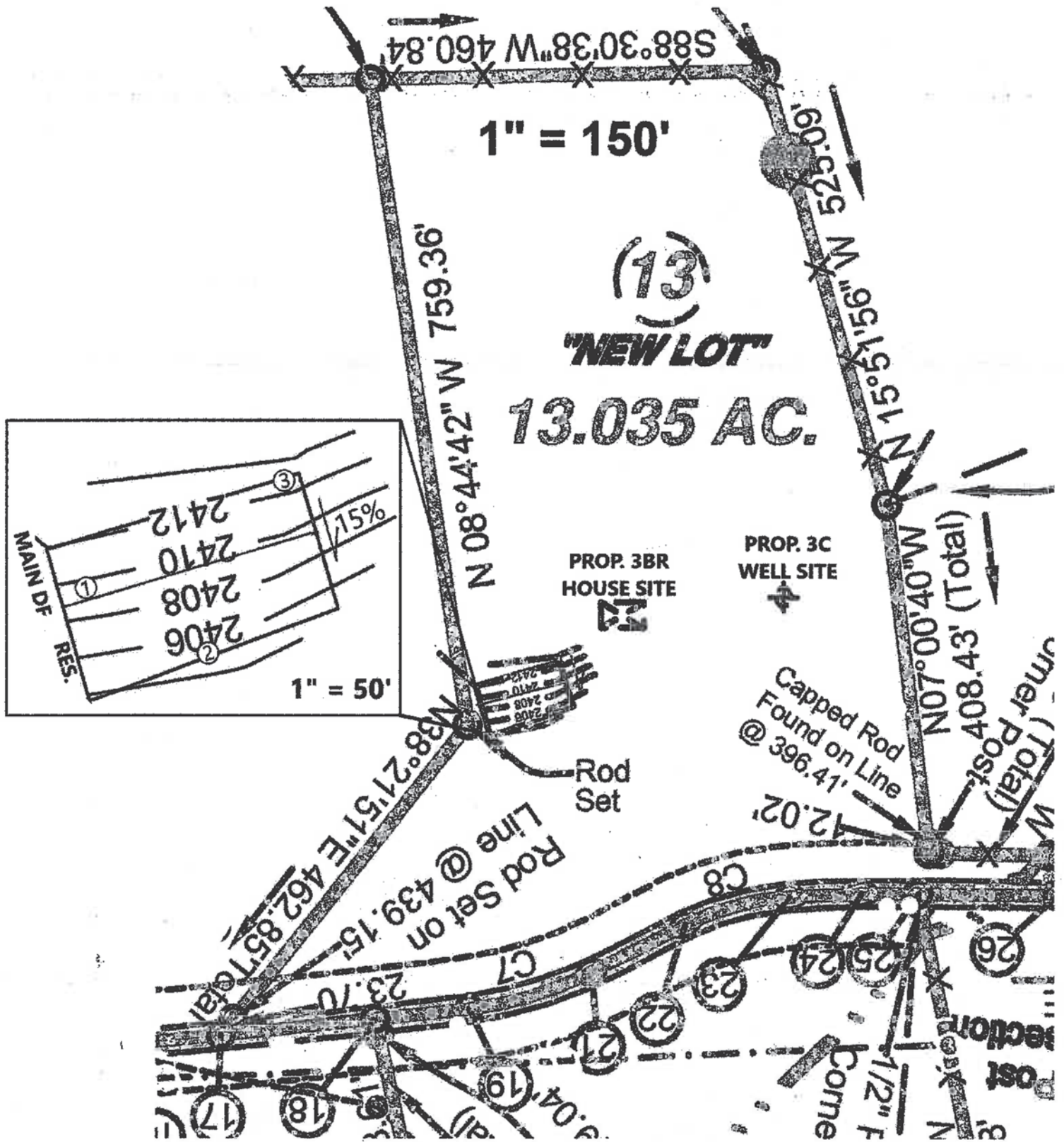
**DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS
AND WELL RECOMMENDATION & SPECIFICATIONS**

Main DF		Reserve DF	
Type of system	Gravity	Reserve Area Required	Yes
EPR	35	Type of Reserve	Gravity
Slope %	15	EPR	35
# Bedrooms	3	Slope %	15
Gallons/Day	450	Gallons/Day	450
Width of Trench (ft.)	3	Width of Trench (ft.)	3
Total Square Ft. of Trench Bottom Required per BR	286	Total Square Ft. of Trench Bottom Required	858
Total Square Ft. of Trench Bottom per BR in Design	300	Total Square Ft. of Trench Bottom in Design	900
Total Square Ft. of Trench Bottom Required	858	# Lines of Reserve	3
Total Square Ft. of Trench Bottom in Design	900	Line Length (ft.)	100
# Lines Installed	3	Installed <24" from Rock or Other Impervious Strata	Yes
Length of Line Installed (ft.)	100	Centers (ft.)	10
Installed <24" from Rock or Other Impervious Strata	Yes	Width Required (ft.)	30
Centers (ft.)	10	Width in Design (ft.)	30
Width Required (ft.)	23	Installation Depth (inches into natural soil)	42
Installation Depth (inches into natural soil)	42	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A	Type of Well Recommended	3C
		Amount of Casing & Grout (ft.)	20' min.

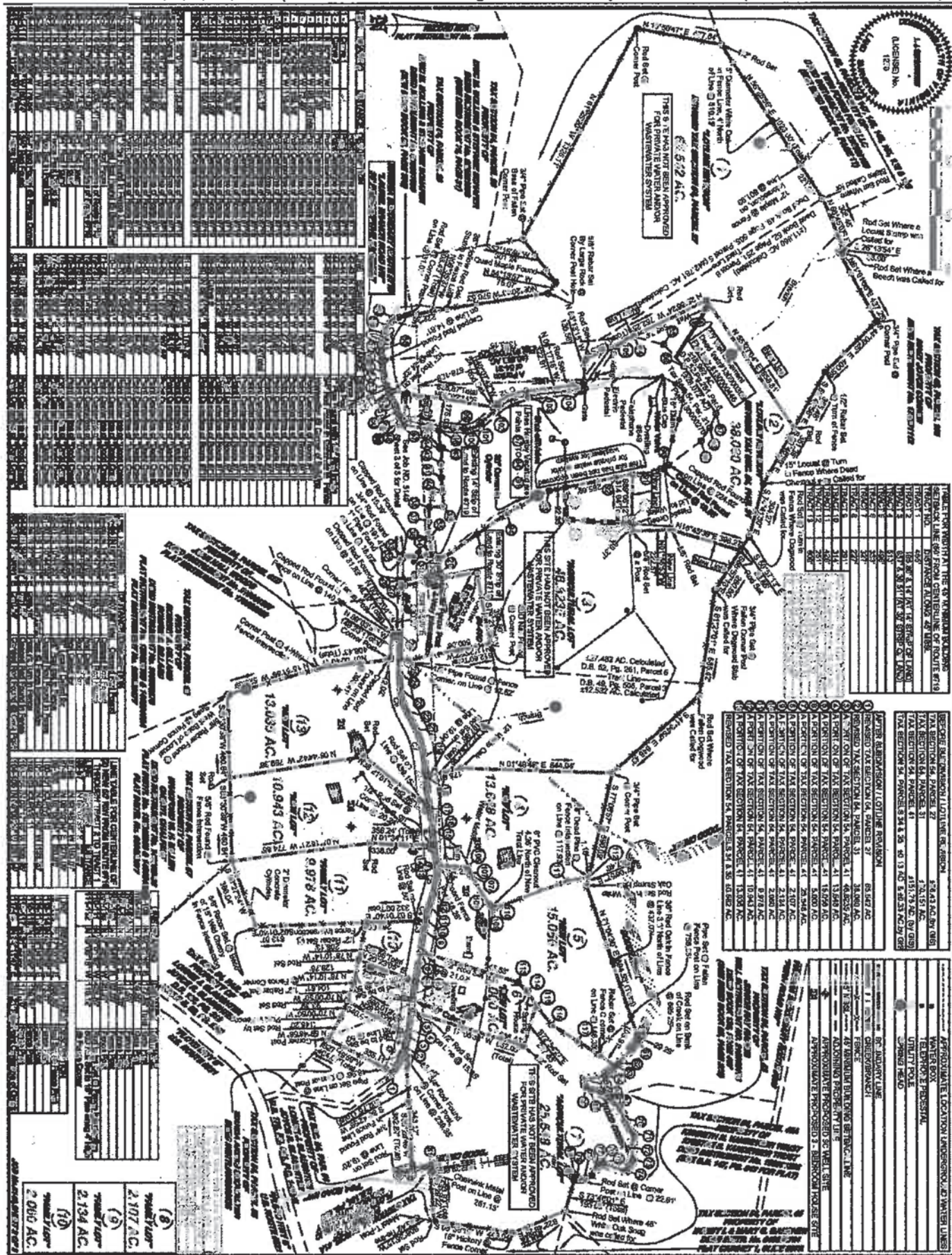
Applicants: Steven & Lynn Agee

Subdivision: Agee Subdivision of TM#: 54-41

Lot: 13 (13.035 acre portion)



Applicants: Steven & Lynn Agee Subdivision: Agee Subdivision of TM#: 54-41 Acreage: 151.75 Total
 Lots: 4, 5, 6, 12, & 13 (Lots 1 - 3 & 7 - 11 are agriculture or family lots & do not require drainfields for this report)



PROPERTY

Parcel Information

Parcel Record Number (PRN)123Town/DistrictCOURT HOUSE

Account NameAGEE STEVEN MOYER & LYNN ANNE

Account Name 2

Care Of

Address14466 BRENTWOOD COURT

Address2

City, State ZipROANOKE, VA 24018

Business Name

Location Address(es)RT 719VA

Map Number

Map Insert054

Double Circle

Block

Parcel Number27

Total Acres68.43

DeedUNK--

WillNONE

PlatNONE

Route719

Legal Desc 1BISHOP PLACE

Legal Desc 2

Zoning

State ClassAG / UNDEVELOPED 20-99 ACRES

Topology

UtilitiesNONE

Assessed Values

Type	Current Value (2023)	Previous Value (2022)
Land	\$225,300	\$225,300
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$225,300	\$225,300

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN--	1	04/01/1993

Land Segments

Seg	Description	Size	AdjRate	Value
1	CROPLAND	20.00	\$4,000	\$80,000
2	WOODLAND	48.43	\$3,000	\$145,300

Main Structures

Main Structures									
No data to display									

Other Structures									
Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
No data to display									

PROPERTY

Parcel Information

Parcel Record Number (PRN) **125** Town/District **COURT HOUSE**

Account Name **AGEE STEVEN MOYER & LYNN ANNE**

Account Name 2

Care Of

Address1 **4466 BRENTWOOD COURT**

Address2

City, State Zip **ROANOKE, VA 24018**

Business Name

Location Address(es)

231 LAUREL
BRANCH RD

VA

RT 719

VA

Map Number

Map Insert **054** Double Circle Block Parcel Number **41**

Total Acres **151.75**

Deed **UNK--**

Will **NONE**

Plat **NONE**

Route 719

Legal Desc 1 BISHOP PLACE

Legal Desc 2

Zoning

State Class AG / UNDEVELOPED 100 + ACRES

Topology

Utilities NONE

Assessed Values

Type	Current Value (2023)	Previous Value (2022)
Land	\$523,400	\$523,400
Main Structures	\$0	\$0
Other Structures	\$12,000	\$12,000
TOTALS	\$535,400	\$535,400

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN--	1	04/01/1993

Land Segments

Seg	Description	Size	AdjRate	Value
1	HOMESITE WD	1.00	\$16,000	\$16,000
2	PASTURELAND	18.14	\$5,500	\$99,800

3	ROCKY PAST	113.00	\$3,000	\$339,000
4	WOODLAND	19.61	\$3,500	\$68,600

Main Structures

Main Structure 1	Rooms	4	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	2	Heated Sq Ft	1,305
	Cost/Heated SqFt	\$0.00	Constr Style	CONVENTION
Main Structure Photo			Main Structure Sketch	
No Image Available				

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,305	\$0	\$0
ARCH STYLE	CONVENTION	1,305	\$0	\$0
BATHROOMS	FULL BATHS	1	\$0	\$0
BUILDING TYPE	SFR (OB)	1,305	\$0	\$0
CONDITION	POOR	1,305	\$0	\$0
EXT FINISH	WOOD SID	1,305	\$0	\$0
EXT FINISH 2	-	1,305	\$0	\$0
FOUNDATION	SLAB	1,305	\$0	\$0
FRAME	WOOD	1,305	\$0	\$0
HEAT	STOVE	1,305	\$0	\$0
ROOF MATERIAL	METAL	1,305	\$0	\$0
STORIES	STORIES	1	\$0	\$0

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	SSA	SIDING/SHINGLE ONE STORY	FACTOR	1,305	1.00	0.00	\$0	9999	9999	\$0
2-0	100	OPR	OPEN PORCH (RAISED)	FACTOR	98	1.00	0.00	\$0	9999	9999	\$0

--

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	1 STRY FR	1 STRY FR	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$8,000
2	BARN	BARN	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$2,500
3	BARN	BARN	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$1,500

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 27th, 2022**, between Steven M. Agee and Lynn A. Kidd, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

- 1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Floyd, Virginia, and described as:

Offering # 1 – 25.548 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 7 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 2 – 5 Acres & Improvements; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 6 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 231 Laurel Branch Road, Floyd VA 24091

Offering # 3 – 15.056 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 5 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 4 – 13.648 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 4 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 5 – 46.8235 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 3 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 20' Water Easement through this tract to adjoining tract to west.

Offering # 6 – 65.542 Acres & 2 50' Right of Ways; Courthouse Magisterial District of Floyd, County VA; Revised Tax Map 54-27; Tract # 1 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 7 – 13.035 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 13 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 8 – 10.943 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 12 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

More Commonly Known As: TBD Laurel Branch Rd NW., Floyd, VA 24149

Seller's Initials _____

Purchaser's Initials _____

2. **Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

3. **Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 per 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 December 12th, 2022 ("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

Seller's Initials _____

Purchaser's Initials _____

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 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.

Seller's Initials _____

Purchaser's Initials _____

(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 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

Seller's Initials _____

Purchaser's Initials _____

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 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.

Seller's Initials _____

Purchaser's Initials _____

(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.

(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.

Steven M. Agee (Seller) 10/27/2022

Lynn A. Kidd (Seller) 10/27/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/27/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/27/2022

Seller's Initials _____

Purchaser's Initials _____