



**Blue Ridge Land
& Auction Co., Inc**

TERMS OF AUCTION

AUCTION FOR – Steven Martin, Diana Martin, David Harrell, and Patsy Harrell

AUCTION LOCATION – 29 Philpott Dam Road; Bassett VA 24055

AUCTION DATE – THURSDAY , APRIL 28TH 2016 @ 11AM. ONLINE BIDDING
AVAILABLE

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) in Cooperation with Johnny Lambert – United Country Lambert Realty located at 12518 Jeb Stuart Hwy, Stuart, VA 24171 (276-694-2646) has contracted with Steven Martin, Diana Martin, David Harrell, and Patsy Harrell “Seller” to offer to sell at public auction certain Real Property located at

29 Philpott Dam Road; Bassett VA 24055

Legal Description - Parcel # 018090001; Deed book L1100-02036;

1.02 Acres and Improvements Located on Route # 57 and Philpott Dam Road; Horsepasture
Magisterial District of Henry County;

AGENCY DISCLOSURE – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION – Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

PROPERTY DESCRIPTION – - Parcel # 018090001; Deed book L1100-02036;

1.02 Acres and Improvements Located on Route # 57 and Philpott Dam Road; Horsepasture
Magisterial District of Henry County;

And more commonly known as

29 Philpott Dam Road, Bassett VA 24055;

DUE DILIGENCE – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction and Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered **“AS IS, WHERE IS, WITH ALL FAULTS.”** To the fullest extent allowed by

law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

BIDDER REGISTRATION – Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AUCTION METHOD – Auction will be “Subject to Confirmation” and conducted on – site at 29 Philpott Dam Road; Bassett VA 24055 with online bids being considered while auction is online and until live bids are complete and with live bids being considered starting at approximately **11am EDT on Thursday April 28th, 2016**. Final high bid amount will be the Contract Price plus a 10% Buyer’s Premium. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus a 10% Buyer’s Premium. Purchaser will be required to make a 10% Earnest Money Deposit and close within 45 days.

SALE CONTRACT – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent

upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make 10% Earnest Money Deposit on April 28th, 2016. The 10% Earnest Money Deposit is calculated as 10% of final Contract Price which is the high and final bid plus a 10% Buyer's Premium. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser fee simple title to the Property by **General Warranty Deed**, 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 use as a golf course 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.

RELEASE FOR USE – Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or

use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

MISCELLANEOUS – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

BIDDER PACKET – Bidder Packet provided by Auction Company is intended to assist prospective buyer's decision process. The information in Bidder Packet consists of information from public record, and third parties. Bidders are expected to do their own due diligence prior to Auction. Sellers nor Auction Company warrant or guarantee any of the information in Bidder Packet. Information provided regarding Gas Pumps is believed to be accurate but not guaranteed. Seller nor Auction Company makes no representation as to the presence or absence of any environmental issues in regards to the property.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 28th, 2016, between Steven Martin, Diana Martin, David Harrell, and Patsy Harrell, owner of record of the Real 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 Henry, Virginia, and described as:

Address: 29 Philpott Dam Road; Bassett VA 24055

Legal Description: Parcel # 018090001; Deed book L1100-02036;
1.02 Acres and Improvements Located on Route # 57 and Philpott Dam Road;
Horsepasture Magisterial District of Henry County;

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": NO PERSONAL PROPERTY

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium 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.

4. **Deposit.** Purchaser has made a deposit with Seller, of

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

Sellers' Initials_____

Purchasers' Initials_____

5. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before **June 4th, 2016** ("Settlement Date"). Time is of the essence. If closing fails to occur through no fault of the Seller, the deposit shall be forfeited. Possession shall be given at Settlement.

6. **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. (See Standard Provision J on Exhibit A.)

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

7. **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.

8. **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.

9. **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 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 use of a golf course or render the title unmarketable. If a defect is found which can be remedied by

Sellers' Initials_____

Purchasers' Initials_____

legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

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

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

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

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

(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

Sellers' Initials_____

Purchasers' Initials_____

shall be construed under the laws of the Commonwealth of Virginia.

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

Steven Martin (Seller)

(Date)

Dian Martin (Seller)

(Date)

David Harrell (Seller)

(Date)

Patsy Harrell (Seller)

(Date)

(Purchaser)

(Date)

(Purchaser)

(Date)

Sellers' Initials_____

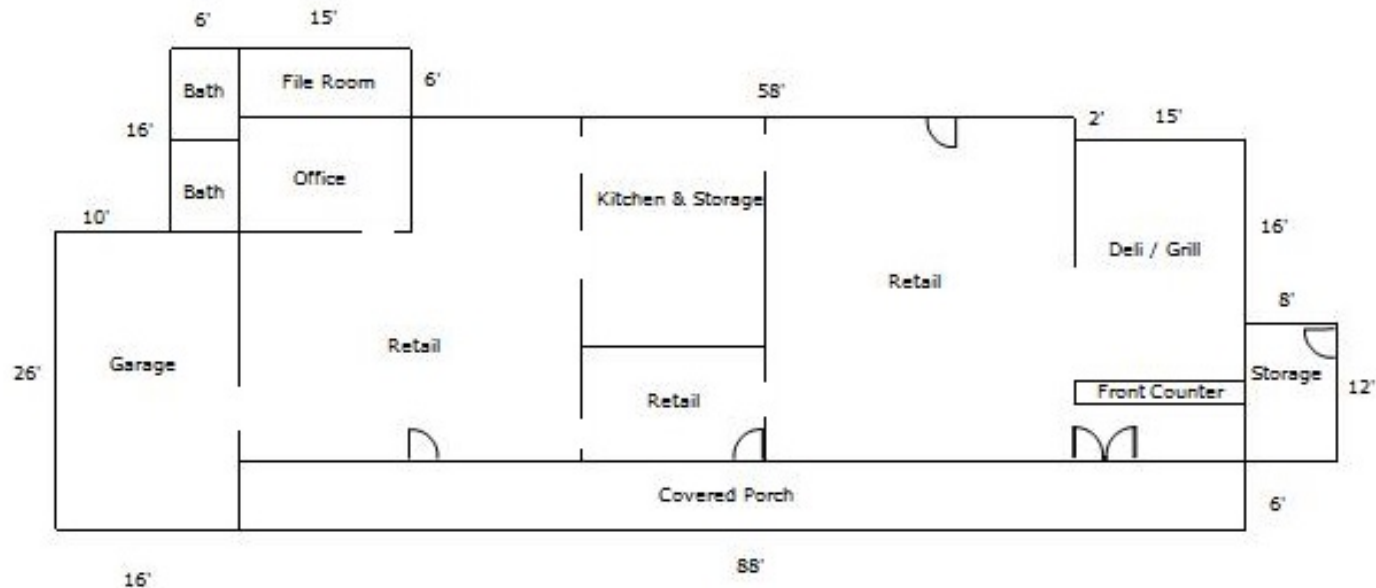
Purchasers' Initials_____

**** Aerial for Illustration purposes. Refer to survey for exact boundary.**



General Floorplan

+/- 2,892 Square Feet not including Porch and Garage



Heat Pump, Cinderblock Exterior, Concrete and Tile Floors, Shingle Roof, Septic but Public Sewer available, Public Water, and Live Bait Tank in Storage Area.

Measurements and dimensions believed to be accurate but not guaranteed. Property being sold "As - Is".

MAP# 14.4(019)000/002,

ACCT# 180900001

ADDRESS 29 PHILPOTT DAM RD 24055-3535

LEGAL DESCRIPTION RAKES

CODES Classification 04 Zoning B1 District BB Property Use 22 Assessor N&D MH Lots

OWNER	Name	Address	Date	Deed Book	Consid.
Current	MARTIN, STEVEN R & DIANA H MAR	3119 STONES DAIRY RD BASSETT, VA 24055	6/08/11	L1100-02036	139000
Prev 1	HELMS, PHILIP L & JUDY C	29 PHILPOTT DAM RD BASSETTVA 24055-3535	9/01/94	657 449	175000
Prev 2	RAKES, PAULINE L	RURAL ROUTE 06 BOX 170 BASSETT, VA 24055-			

ACTIVITY	Vst Date	H	# of Parcels
	2/25/2011		1

REMARK (M.S.) SEC 13 PG 22 (419) C LOW COST 60.06 X .90 = 54.00(2010)
FOR SALE 7/12 \$339,900 12/12 \$289,900

BOE
Dte
Land
Impv

PROPERTY DESCRIPTION

Res'l C'cial SPORTING Model: M/H?

Building Characteristics

Split Level?	Split Foyer?	Central Heat?	Cental Air?		
Stories	Rms	Bedr.	Baths	F/P.	Chim.
Roofing	Exterior		Cond.		
Foundation	Basement				
Flooring	Interior		Fuel		

Property Factors

<input checked="" type="checkbox"/> Pub Watr	<input type="checkbox"/> WatrFrn	<input type="checkbox"/> No Road	<input checked="" type="checkbox"/> Paved	Topo: LEVEL-LOW
<input type="checkbox"/> Pub Sewr	<input checked="" type="checkbox"/> Septic	<input type="checkbox"/> Crb/Gutr	<input type="checkbox"/> Gravel	Soil:
<input type="checkbox"/> Well	<input type="checkbox"/> UG Utl	<input type="checkbox"/> Sidewlk	<input type="checkbox"/> Dirt	Loca:

Grade Yr Assessed 2013 Yr Built Yr Remod

SUMMARY OF IMPROVEMENTS

Description	Size	Rate	Grad	Dep	Func	Econ	\$ Value
1 S C/B STORE	2908	54.00		0.500			78500
ATT SHED	96	3.00					300
O/P 5X88	440	8.00					3500
GAR 16X26	416	10.00					4200
24X28	672	16.00					10800
PAVING	1	6000.00					6000
I: 2013	103300	2014	103300	2015	103300	1.00	
L:	23500	23500		23500	1.00		
MKT:	126800	126800		126800			

BUILDING VALUATION

Item Description Size Rate \$ Value

Total Grd Replcmnt:

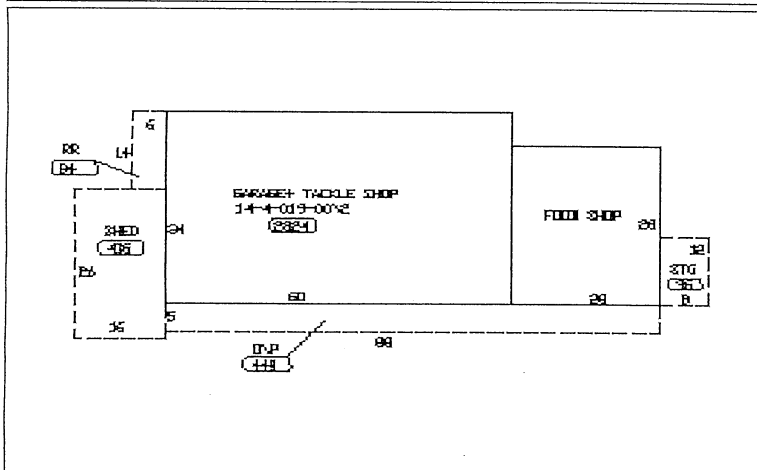
LAND VALUATION

Description Size Rate Adj \$ Value

Land 1: x

Land 2: x

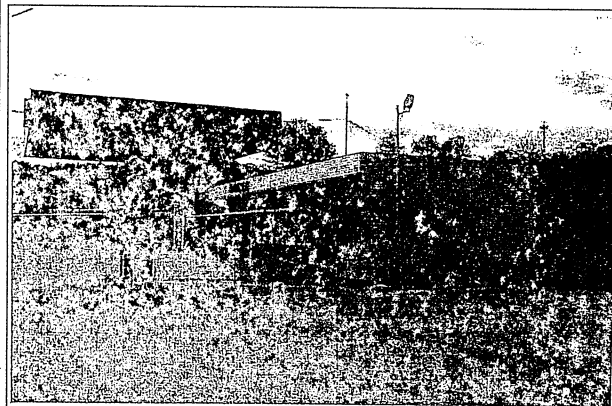
Total Size: 1.020 Value: 23500

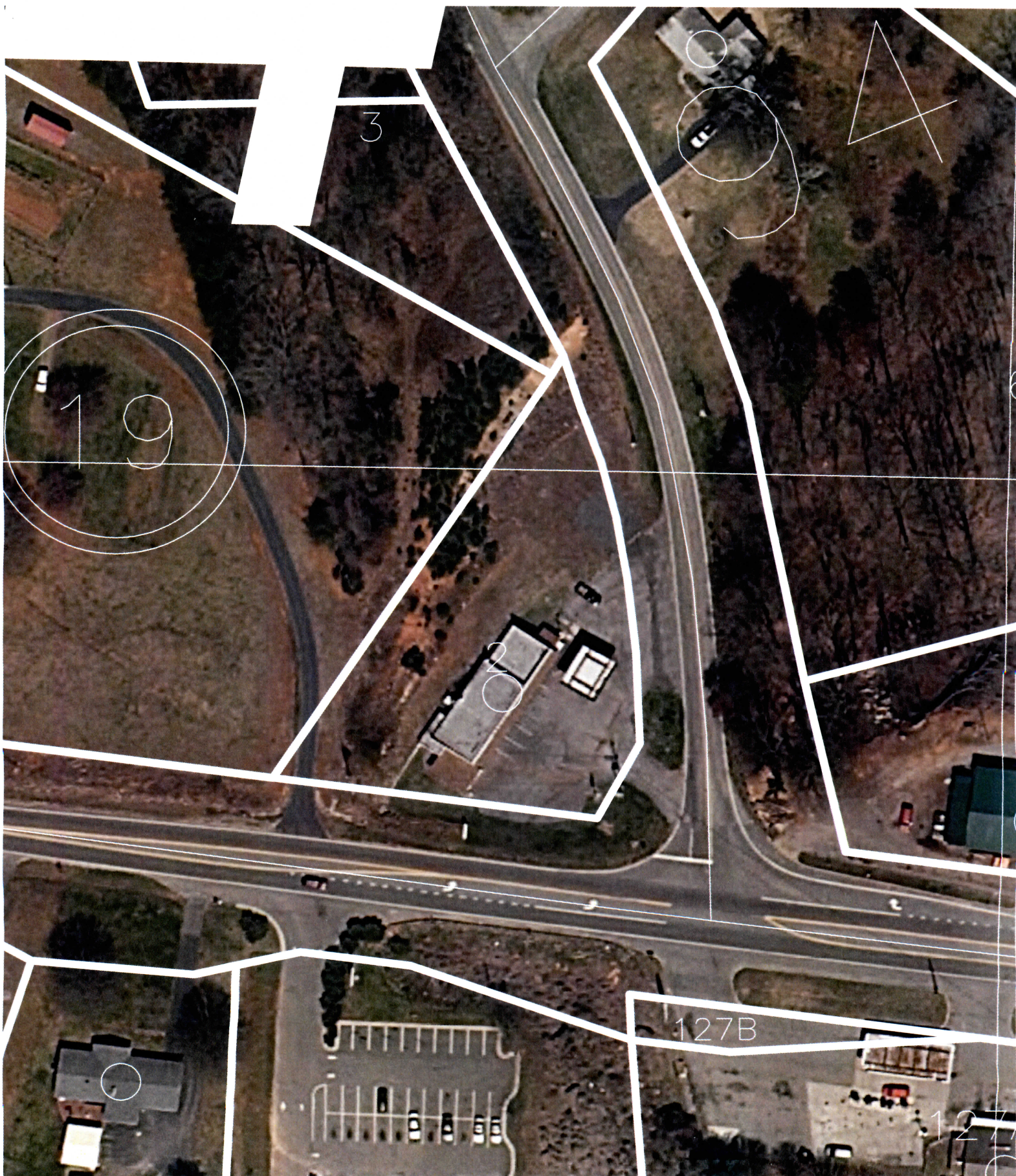


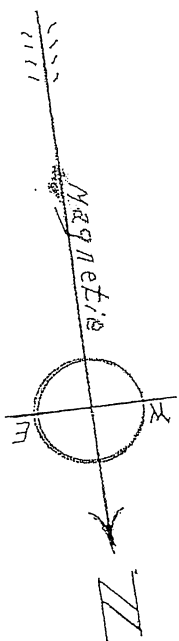
(Cur Idx: Street Use Idx:

Map #

Aest #







Concrete
Road

N32°30'E 367'

1 Acre

Pikes
Station

Concrete Road
Marker

N83°W 200'

Stake

N12°30'E 45'

Concrete Road
Marker

N30°E 81.5'

Iron on top
of cut 34 1/2'

Iron pipe

Road to Philpott Dam

Property of

Wm. D. Jones, situated in Horse Pasture,
Dist. of Henry Co. Va. D.B. 58 P. 98

1 Acre lot surveyed July 20, 1959 Seal 1-50'

O. M. Lytle
Surveyor No. 699

PHILIP L. HELMS AND
JUDY C. HELMS,
Husband and Wife

005273

FROM: DEED

PAULINE Q. RAKES,
Widow

THIS DEED made this 1st day of September, 1994, by and between PAULINE Q. RAKES, widow, party of the first part and Grantor herein, and PHILIP L. HELMS and JUDY C. HELMS, husband and wife, parties of the second part and Grantees herein;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10) cash in hand paid to the Grantor by the Grantees and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey, in fee simple with general warranty and English covenants of title unto the Grantees jointly as tenants by the entireties with right of survivorship as provided by Section 55-21 of the 1950 Code of Virginia, as amended (the share of the one dying shall pass to the surviving spouse) the following described property:

All of that certain tract or parcel of land together with all improvements thereon and appurtenances thereunto belonging, situated on the North margin of new State Highway 57 leading from Bassett to Fairystone Park, West of Bassett, near Mount Herman Church, in Horsepasture District of Henry County, Virginia, said land being bounded and described according to map of property of Wm. D. Jones, made by C. M. Wyatt, Surveyor, on July 20, 1959, as follows, to-wit:

GEORGE R. GAUTSCH
ATTORNEY AT LAW
4 MOSS STREET
MARTINSVILLE, VA 24114

BK0657 PG0449

GEORGE R. GAUTSCH
ATTORNEY AT LAW
4 MOSS STREET
MARTINSVILLE, VA. 24114

BEGINNING at a concrete highway marker on the North margin of new State Highway 57, said concrete marker being North 83 deg. West 200 feet from point of intersection of the West line of the Philpott Dam Road with the North line of new State Highway 57; thence off from said road as a new line North 32 deg. 30 min. East 367 feet passing an iron on top of a cut at 341 feet to an iron pipe on the West margin of the Philpott Dam Road; thence with the West margin of the latter said road South 15 deg. 30 min. East 67 feet to a concrete road marker and continuing with said road South 4 deg. 30 min. East 217 feet to a concrete marker and continuing South 33 deg. West 64 feet to a stake at the point of intersection with the West margin of the Philpott Dam Road with the North margin of new State Highway 57; thence with the North margin of new State Highway 57 North 83 deg. West 200 feet to the point of beginning, the same containing one acre, more or less, according to said map.

Being the same property acquired by Charles L. Rakes and Pauline Q. Rakes, husband and wife, from Wm. D. Jones and Janie P. Jones, husband and wife, by deed dated August 20, 1959, of record in the Henry County Circuit Court Clerk's Office in Deed Book 159, page 67. Charles L. Rakes died September 18, 1989 (See Will Book 85, page 123).

This conveyance is made subject to all lawful easements and rights-of-way of record in the aforesaid Clerk's Office.

Reference to the foregoing maps and deed is hereby made for a more particular description of the herein conveyed property.

WITNESS the following signatures and seals, this the day and year first above written.

Pauline Q. Rakes (Seal)
Pauline Q. Rakes

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

The foregoing Deed was acknowledged before me on this 1st day of September, 1994, by Pauline Q. Rakes, widow.

My Commission expires: November 30, 1996

Billie S. Upchurch
Notary Public

GEORGE R. GAUTSCH
ATTORNEY AT LAW
4 MOSS STREET,
MARTINSVILLE VA 24114

VIRGINIA: In the clerk's office of the Circuit Court of Henry County, 9-1, 19 94, this deed was this day received in said office, and, upon the certificate of acknowledgment... There to annexed, admitted to record, at 4:10 o'clock P. M, after payment of \$ 175.00 Tax imposed by Sec. 58.1-802.

Teste: Heanita J. Stewart, Clerk
Tax \$ 262.50
Local Tax \$ 87.50 Transfer Fee \$ 1.00

RETURN TO
ROBERT W. HALEY
P. O. BOX 864
BASSETT, VA 24055

ROBERT W. HALEY
ATTORNEY AT LAW
POST OFFICE BOX 864
3371 FAIRSTONE PARK HIGHWAY
BASSETT, VIRGINIA 24055

Consideration: \$139,000.00

Assessed Value: \$120,600.00

Grantee Address: 3119 Stones Dairy Road, Bassett, Va 24055

110002036

Title Insurance Underwriter: Old Republic National Title Insurance Company

Steven R. MARTIN, et al

From: Deed

Tax Map Number: 14.4(019)000/002

Philip L. HELMS and
Judy C. HELMS

THIS DEED, made this 8th day of June 2011, between Philip L. HELMS and Judy C. HELMS, husband and wife, Grantors, and Steven R. MARTIN and Diana H. MARTIN, husband and wife and David L. HARRELL and Patsy L. HARRELL, husband and wife, Grantees.

WITNESSETH: That for and in consideration of the sum of Five Dollars (\$5.00) and other valuable and sufficient consideration in cash paid unto Grantors by Grantees, at and before the sealing and delivery of this deed, the receipt of all of which is hereby acknowledged, Grantors do hereby bargain, sell, grant and convey unto Grantees, as tenants in common, with general warranty and English Covenants of title, all that certain tract or parcel of land situated on the North side of State Route 57 leading from Bassett to Fairystone Park, Blackberry District (formerly Horsepasture District), Henry County, Virginia, as shown on map of property of Wm. D. Jones, prepared by C. M. Wyatt, Surveyor, dated July 20, 1959, and being bounded and described according to prior deed as follows, to-wit:

BEGINNING at a concrete highway marker on the North margin of new State Highway 57, said concrete marker being North 83 deg. West 200 feet from point of intersection of the West line of the Philpott Dam Road with the North line of new State Highway 57; thence off from said road as a new line North 32 deg. 30 min. East 367 feet passing an iron on top of a cut at 341 feet to an iron pipe on the West margin of the Philpott Dam Road; thence with the West margin of the latter said road South 15 deg. 30

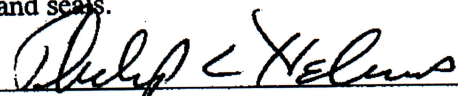
JUN 8 2011 PG0001

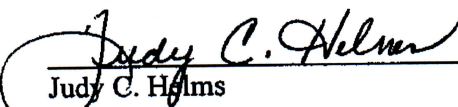
ROBERT W. HALEY
ATTORNEY AT LAW
POST OFFICE BOX 884
3371 FAIRYSTONE PARK HIGHWAY
BASSETT, VIRGINIA 24056

min. East 67 feet to a concrete road marker and continuing with said road South 4 deg. 30 min. East 217 feet to a concrete marker and continuing South 33 deg. West 64 feet to a stake at the point of intersection with the West margin of the Philpott Dam Road with the North margin of new State Highway 57; thence with the North margin of new State Highway 57 North 83 deg. West 200 feet to the point of beginning, the same containing one acre, more or less, and being the same land conveyed grantors by Pauline Q. Rakes, by deed dated September 1, 1994, of record in the Henry County Circuit Court Clerk's Office in Deed Book 657, page 449. Reference to said map and deed is here made for a more particular description of the land hereby conveyed.

The property herein conveyed is subject to any lawful existing easements or restrictions of record.

Witness the following signatures and seals.


Philip L. Helms (SEAL)

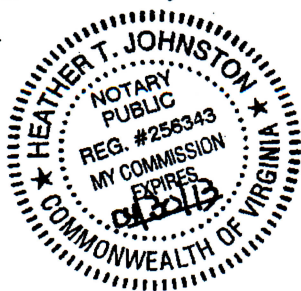

Judy C. Helms (SEAL)

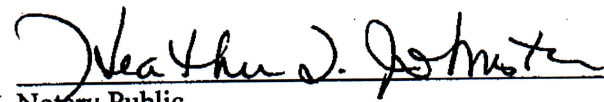
State of Virginia,

County of Henry, to-wit:

The foregoing instrument was acknowledged before me this 8th day of June 2011 by Philip L.

Helms and Judy C. Helms.




Notary Public

INSTRUMENT #110002074
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF HENRY ON
JUNE 8, 2011 AT 09:47AM
\$139.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$69.50 LOCAL: \$69.50

JUN 8 2011 PG0002

VICKIE S. HELMSTUTLER, CLERK
RECORDED BY: JFG

3 YEAR RECERTIFICATION CATHODIC PROTECTION SYSTEM

FACILITY:	Rake's Sporting Goods
FACILITY LOCATION:	Bassett, VA
TYPE OF SYSTEM:	Impressed Current
EQUIPMENT SUPPLIER:	UNKNOWN
INSTALLATION DATE:	UNKNOWN
INSPECTION DATE:	December 7, 2015
TEST RESULTS:	Corrosion system is meeting the $-0.850v$ criteria for corrosion protection.
TANK READINGS:	See Attached
System needs to be retested:	December 2018

First Action Systems, LLC has evaluated the above corrosion protection system in accordance with federal and state UST regulations. Test criteria are established by the National Association of Corrosion Engineers (NACE) Standard RP0185-95.

First Action Systems, LLC

Gregory A. Coffee – Certification: NACE ID #188028-00
VA Class A Contractor's License No. 2705 069813A

CATHODIC PROTECTION TEST FORM

FACILITY INFORMATION

JOB #:

DATE OF TEST: 12/7/2015

TIME OF TEST: 2:00PM

NAME: Rake's Sporting Goods

ADDRESS: 29 Philpott Dam Road

CITY: Bassett

PHONE #: N/A

STATE: VA

ZIP: 24055

CONTACT: N/A

FAX #:

CLIENT INFORMATION

NAME: Steve Martin's Trenching

ADDRESS: 3119 Stones Dairy Rd

CITY: Bassett

PHONE #: 276-340-9259

STATE: VA

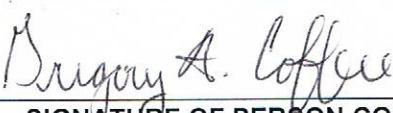
ZIP: 24055

CONTACT: Steve Martin

EMAIL: smtinc@centurylink.net

SUMMARY OF TEST

THIS SUMMARY IS NOT COMPLETE WITHOUT THE *SITE SKETCH

RECTIFIER INFO: ILFC 40-6 HR: N/A OUTPUT VOLTAGE: 23.7 OUTPUT AMPS: .64										
TANK #	STRUCTURE CONTACT POINT	REFERENCE CELL POTENTIAL @								STRUCTURE PASSED OR FAILED TO MEET THE MINIMUM NACE STANDARD OUTLINED IN RP0285-95
		RECTIFIER ON/ or Galvanic (STI-P3)			RECTIFIER OFF				VOLTAGE DECAY	
		END (R1)*	CENTER (R2)*	END (R3)*	Inst. Off (R1)	Inst. Off (R2)	Inst. Off (R3)	FINAL VOLTAGE		
1	Tank Bottom	-1.262	-1.366	-1.504	-.864	-.901	-1.118			PASSED
2	Tank Bottom	-1.720	-1.812	-1.960	-.913	-.926	-1.011			PASSED
3	Tank Bottom	-1.589	-1.328	-2.33	-.891	-.961	-1.346			PASSED
4										
5										
6										
7										
8										
PIPING	STRUCTURE CONTACT POINT	RECTIFIER ON Galvanic		RECTIFIER OFF			VOLTAGE DECAY	STRUCTURE PASSED OR FAILED TO MEET THE MINIMUM NACE STANDARD OUTLINED IN RP0285-95		
		END (R1)*	END (R2)*	Inst. Off (R1)	Inst. Off (R2)	FINAL VOLTAGE				
		1	Line at R Dispenser		-1.416		-1.118			
2	Line at P Dispenser		-1.513		-1.037			PASSED		
3	Line at R Dispenser		-1.513		-1.041			PASSED		
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
 SIGNATURE OF PERSON CONDUCTING TEST					TESTER NAME: Greg Coffee					
					SOURCE OF CERTIFICATION: NACE					
					TYPE OF CERTIFICATION: CP Tester					
					CERTIFICATION NUMBER: 7758					

FACILITY NAME: Rake's Sporting Goods

DATE OF TEST: 12/7/2015

CONTINUITY TEST

Tank No.	FILL RISER	TANK BOTTOM	STP RISER	VENT RISER	Product Piping	PIPING RISER	(CONTINUOUS, ISOLATED)
1	.000	.000	N/A	N/A	.000	N/A	CONTINUOUS
2	.000	.000	N/A	N/A	.000	N/A	CONTINUOUS
3	.000	.000	N/A	N/A	.000	N/A	CONTINUOUS
4							
5							
6							
7							
8							

IN THE SPACE BELOW, SKETCH THE IMPORTANT PARTS OF THE FACILITY SUCH AS TANKS, MAN WAYS, VENTS, ANODES, PUMP ISLANDS AND BUILDINGS. INDICATE REFERENCE CELL LOCATIONS USING LOCATION CODE "R" AND SEQUENTIAL NUMBERS (R1, R2, AND R3).

COMMENTS

All structures are continuous to the system with all tanks and product lines passing by meeting the -850mv instant off criteria for corrosion protection. There are 4 anodes installed and all are functioning.

Rake's Sporting Goods

Shed

R1 0 3 P R3

R3	R3
R	R
1	2
0	0
R1	R1

O - Fill Riser

R - Regular

P - Plus

☒ Dispenser

Rectifier Info:

Model: WSTSA-40-6-CMPTW

Serial# 99A033

DC Output: 40 Volts

6 Amps

Tap Settings: Fine 5

Coarse B

R P R



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

BLUE RIDGE REGIONAL OFFICE

www.deq.virginia.gov

David K. Paylor
Director

Robert J. Weld
Regional Director

Molly Joseph Ward
Secretary of Natural Resources

Lynchburg Office
7705 Timberlake Road
Lynchburg, Virginia 24502
(434) 582-5120
Fax (434) 582-5125

Roanoke Office
3019 Peters Creek Road
Roanoke, Virginia 24019
(540) 562-6700
Fax (540) 562-6725

December 31, 2015

Mr.. Steven Martin, Owner
Steve Martin and David Harrell
3119 Stones Dairy Rd
Bassett, VA 24055

Re: Underground Storage Tank (UST) Facility Formal Compliance Inspection for Rakes Texaco/Rakes Sporting Goods
Facility Identification No. 2013699

Dear Mr.. Martin,

Based upon a review of your submittal and our files for the site, it appears that the compliance issues noted during the UST inspection conducted on August 13, 2015, related to the UST Technical Regulation 9VAC25-580-10 et seq., have been addressed.

Please note that DEQ will continue to inspect this facility on a regular basis, and this letter has no bearing on any future compliance issues discovered at this facility.

If you have any questions or need additional information, please contact me at (540) 562-6810.

Sincerely,

Lorrie Smith
Petroleum Inspector Senior