

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 – Mary E. Jones Revocable Living Trust; by and through Randy Jones, Trustee

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

AUCTION DATE - Wednesday, October 9th, 2024 at 4 PM

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

See Paragraph 16 that addresses the "SOFT CLOSE".

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

OFFERING -

Legally described as:

- 1) Tax ID#162-A-1A; DB 604, Page 1034; 49.61 acres Right of Way off of Georgia St, Bristol, VA 24202
- 2) Tax ID #162-A-2; DB 604, Page 1034; 34.2 acres Right of Way off of Coronet Dr, Bristol, VA 24202
- Online Bidding Open NOW
- Online Bidding <u>Closes</u> on Wednesday, October 9th, 2024 at 4 PM (EST)

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

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

Online Auction Terms & Conditions

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

- 8) Earnest Money Deposit: A <u>\$10,000</u> non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, November 25th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) Easements: The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against United Country Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

- 18) Broker Referral Fee: A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to <u>BlueRidgeLandandAuction@gmail.com</u>. If these steps have not been completed, a broker referral fee will not be paid.
- 19) Pre-Auction Sales: As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

Individual State License #'s

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

Firm State License #'s

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



Aerial

Auction Services



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



Auction Services

Neighborhood

TBD Coronet Dr., Bristol, VA 24202





Location

Auction Services

TBD Coronet Dr., Bristol, VA 24202



This property's information: TAX CARD

Parcel No:
Account Number:
Owner:
Owner Addr.:
Owner Addr. (cont.):
Acreage:
Deed Page:
Deed Book:
Legal Desc.:
Sale Price:
Sale Date:
Current Land Value:
Current Improvement Value:
Current Total Value:
Magisterial District:
Zoning:
E911 Address:
Flood Zone:
Airport Overlay:
Owner Mailing Address:
Instrument Type:
Instrument Year:

Instrument Year:
Instrument Number:
Plat Book:
Plat Page:
Water Line:
Sewer Line:

No

0

0

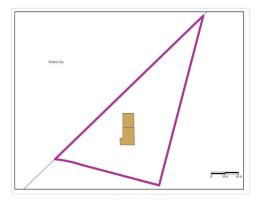
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Yes

No

5025 DICK ST SAN DIEGO, CA 92115

162-A-2 24087 JONES MARY E REVOCABLE LIVING TRUST 5025 DICK ST 34.20 604 1034 SUSONG LAND ACR 34.2 \$0 01/21/1999 \$205,200 \$500 \$205,700 WI R2,M1 No E911 Address Found on Parcel. No



This property's information:

Parcel No: Account Number: Owner: Owner Addr.: Owner Addr. (cont.): Acreage: Deed Page: Deed Book: Legal Desc.: Sale Price: Sale Date: Current Land Value: Current Improvement Value: Current Total Value: Magisterial District: Zoning: E911 Address: Flood Zone: Airport Overlay: Owner Mailing Address: Instrument Type: Instrument Year: Instrument Number:

Plat Book:

Plat Page:

Water Line:

Sewer Line:

TAX CARD

0

0

0

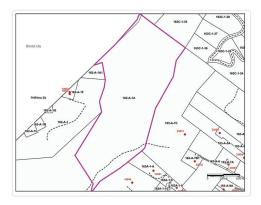
No

No

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162-A-1A 24815 JONES MARY E REVOCABLE LIVING TRUST 5025 DICK ST

49.61 604 1034 SUSONG LD ACR 49.61 \$0 01/21/1999 \$297,700 \$0 \$297,700 WI Α2 No E911 Address Found on Parcel. No No 5025 DICK ST SAN DIEGO, CA 92115



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of <u>October 9th 2024</u>, between <u>Mary E. Jones Revocable Living Trust; by and through Randy Jones, Trustee</u> owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and <u>_____</u>

(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 Washington, Virginia, and described as:
 - Tax ID #162-A-1A; DB 604, Page 1034; 49.61 acres Right of Way off of Georgia St, Bristol, VA 24202
 - 2. Tax ID#162-A-2; DB 604, Page 1034; 34.2 acres **Right of Way off of Coronet Dr, Bristol, VA 24202**
- 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 <u>\$10,000</u> (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 <u>November 25th 2024</u> ("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 <u>is</u> not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

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

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

(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 <u>not</u> 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

Seller's Initials

promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

(d) Mechanics' and Materialmen's Liens.

NOTICE

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

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

(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.

Seller's Initials

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

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

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

6. Standard Provisions.

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

Seller's Initials

survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

(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.

Seller's Initials

(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.

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

rust Trustee	Date	
by and through Randy Jones, Trustee		
Email		
ser signature)	Date	
Email		
ser signature)	Date	
	Email Email Email	

Access to Property:

BR-1b-2

an 380 mc359

THIS DEED, made and entered into this the <u>20th</u> day of August, 1963, by and between E. K. MCNEW and IDA F. MCNEW, his wife, G. E. MUSGROVE and BEUNA F. MUSGROVE, his wife, and C. H. DRINKARD and EULA H. DRINKARD, his wife, first parties, and WILBURN WEXEWER R. BRANNON and IRENE J. BRANNON, his wife, second parties,

WITNESSETH:

That for a valuable consideration, cash in hand paid, and the further consideration of a note for EIGHT THOUSAND DOLLARS (\$8,000.00) secured by purchase money deed of trust of even date herewith to Bradley Roberts, Trustee, the first parties have bargained and sold and do hereby grant, bargain, sell, transfer and convey unto the second parties, with covenants of general warranty of title and against all encumbrances, a certain tract or parcel of land, with all appurtenances thereunto belonging, lying and being in Goodson Magisterial District of Washington County, Virginia, and described as follows:

> BEGINNING at a point in the right of way leading from the property herein conveyed in a westerly direction to the County Road known as Kingsmill Pike; thence with White's line S 49 E 850 feet to a stake; thence's 73 30 E 166.4 feet to a stake, corner to Carl Sauls et al described in deed from the first parties to Carl Sauls et al dated February 24, 1954, and recorded in Deed Book 273, page 45; thence with Sauls' line (being the east line of a private road), N 30 24 E 432 feet to a stake; thence continuing with said road and said Sauls line N 7 46 E 179.5 feet to a stake, N 7 34 W 261.2 feet to a stake, N 00 21 E 363.5 feet to a stake, corner to the first parties; thence with the first parties' line, a new line,

> > 1

LAW OFFICED DONALD T. STANT BRADLEY ROBERTS BRIETOL, VA. - TENN.

endi 380 paz 360

N 2 20 E 423 feet to a stake; thence S 65 10 W 410 feet to a stake; thence S 43 W 956 feet to the point of BEGINNING, containing 19.8 acres by estimation, it being understood that this is a sale by the boundary and not by the acre and that the calls hereinabove set out are taken from the prior deeds and not surveyed on the ground, and being a portion of the property conveyed to E. K. McNew, G. E. Musgrove and C. H. Drinkard by deed of John Harley and wife dated February 20, 1952, and recorded in Deed Book 259, page 1, in the Clerk's office of the Circuit Court of Washington County, Virginia.

There is also conveyed to the second parties the right of ingress and egress over a strip of land from the Kingsmill Road to the southwesterly corner of the property hereinabove described, said right to be used along with the first parties, and their assigns, said right having been conveyed to said E. K. McNew et al by said deed of John Harley and wife dated February 20, 1952. There is excepted from the conveyance above described a right of way for a roadway for the benefit of the first parties and their assigns (including the said Carl Sauls et al and Luther Sauls and Mae Sauls, his wife) thirty (30) feet wide

and described as follows:

. '

BEGINNING at the southwest corner of the property hereinabove described, and running thence along White's line S 49 E 850 feet; thence S 73 30 E 166.4 feet where it joins a 30 foot right of way reserved in said deed from the first parties to Carl Sauls et al dated February 24, 1954.

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This conveyance is made subject to the right of Carl Sauls et al, their heirs and assigns, to use the private roadway extending along the easterly side of the property herein conveyed.

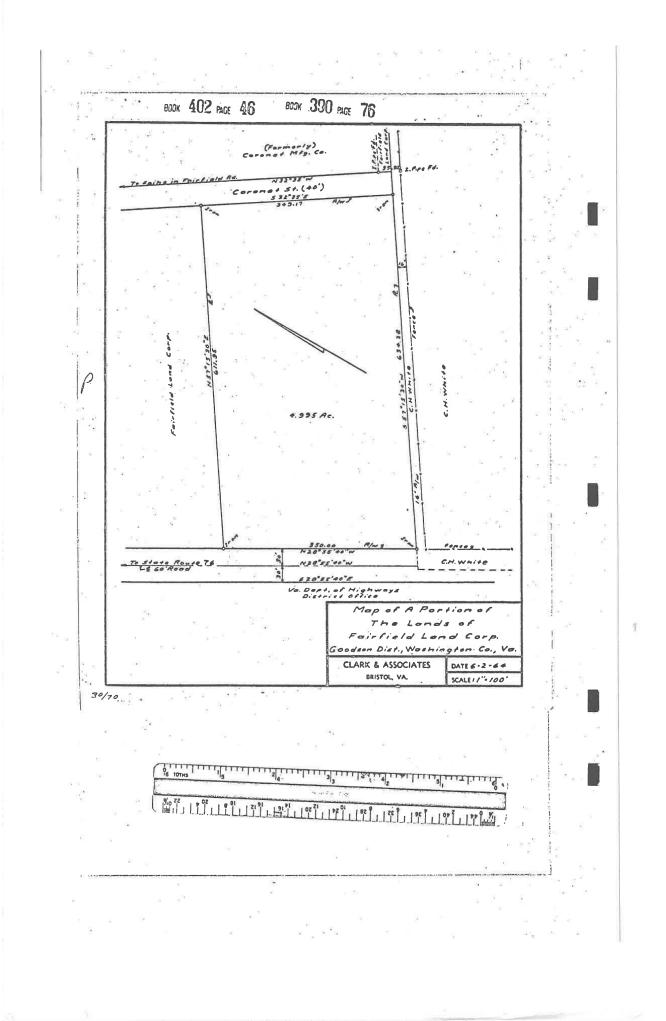
Taxes for the year 1963 are to be prorated as of

- 2 -

000435

LAW OFFICES DONALD T. STANT BRADLEY ROBERTS BRISTOL, VA. TENN.

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BOOK 561 PAGE 132

THIS DEED made and entered into this the 26th day of November, 1976, by and between DAVID C. COUNTS and REBECCA L. COUNTS, his wife, and DANNY L. COUNTS and BETTY W. COUNTS, his wife, parties of the first part, and EUGENE E. LOHMAN and EMMITT F. YEARY, parties of the second part, and WILBURN R. BRANNON and IRENE JEWELL BRANNON, his wife, parties of the third part;

: WITNESSETH:

WHEREAS, David C. Counts and Danny L. Counts, two of the parties of the first part, acquired a certain tract or parcel of land by deed dated the 21st day of September, 1970, from Wilburn R. Brannon and Irene Jewell Brannon, his wife, which deed is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 463, page 586, and which tract or parcel contained 19.8 acres, more or less, and was then located in the Goodson Magisterial District of Washington County, Virginia; and

WHEREAS, in the said deed dated the 21st day of September, 1970, there was erroneously inserted in the description of the property intended to be conveyed the following language:

> Known and described as Lots 200, 201, 202, and 203 in Section B, Scale 1" = 50', prepared by R. C. Morgan May, 1974, plat of same being recorded in the Clerk's Office of the Circuit Court of Washington County, Virginia;

WHEREAS, the above quoted language and lots were never intended to have been in the said deed dated the 21st day of September, 1970, however, the metes and bounds description that followed the said language was intended to be the description of the property to be conveyed by the said deed dated the 21st day of September, 1970; and

WHEREAS, the parties of the first part now desire to convey the property which they acquired by the said deed dated the 21st day of September, 1970; and,

LAW OFFICES YEARY & LOHMAN ABINGDON, VIRGINIA BRISTOL, VIRGINIA

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WHEREAS, the parties of the third part now desire to

BOOK 561 PAGE 133

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join in this deed for the purpose of clarifying the intention of all parties regarding the said deed dated the 21st day of September, 1970, and do join in this deed to acknowledge their original intention and for the purpose of releasing any claims which they might have in the said property hereby conveyed; now,

THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties of the first part and the parties of the third part do hereby grant and convey unto the parties of the second part, with covenants of general warranty and English covenants of title, the following described tract or parcel of land situate in the former Goodson Magisterial District of Washington County, Virginia, and now situate partly in the City of Bristol, Virginia, and partly in the Wilson Magisterial District of Washington County, Virginia, and being more particularly described as follows:

BEGINNING at a point in the right of way leading from the property herein conveyed in a westerly direction to the County Road known as Kingsmill Pike; thence with White's line S 49 E 850 feet to a stake; thence S 73 30 E 166.4 feet to a stake, corner to property now or formerly owned by Carl Sauls, et al, described in deed from E. K. McNew and wife to Carl Sauls, et al, dated February 24, 1954, and recorded in Deed Book 273, page 45; thence with said Sauls' line (being the East line of a private road), N 30 24 E 432 feet to a stake; thence continuing with said road and said Sauls' line N 7 46 E 179.5 feet to a stake, N 7 34 W 261.2 feet to a stake, N 00 21 E 363.5 feet to a stake, corner to property now or formerly owned by McNew; thence with the line of said McNew property, N 2 20 E 423 feet to a stake; thence S 65 10 W 410 feet to a stake; thence S 43 W 956 feet to the point of BEGINNING, containing 19.8 acres by estimation, it being understood that this is a sale by the boundary and not by the acre, and that the calls hereinabove set out are taken from the prior deeds and not surveyed on the ground and being the same property conveyed to David C. Counts and Danny L. Counts by Wilburn R. Brannon and Irene Jewell Brannon, by deed dated September 21, 1970, said deed being of record in the Clerk's Office of the Circuit Court of Mashington County, Virginia, in Deed Book 463, page 586.

The parties of the first part and the parties of the third part do further hereby grant and convey to the parties of the second part with covenants of general warranty and English covenants of title the right of ingress and egress over a strip

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BOOK 561 PAGE 134

of land from the Kingsmill Road to the southwesterly corner of the property hereinabove described, said right of way having been conveyed to the third parties by a deed from E. K. McNew, et al, of record in the said Clerk's Office in Deed Book 380, page 359.

WITNESS the following signatures and seals:

(SEAL) (SEAL) (SEAL) (SEAL) COUNT (SEAL)

J (SEAL)

4/2/1031

STATE OF VIRGINIA

•,

COUNTY OF Ilashington . to-wit:

The foregoing instrument was acknowledged before me this the <u>ab</u> day of <u>forendes</u>, 1976, by David C. Counts and Rebecca L. Counts, his wife. My commission expires <u>fully 27, 1977</u>

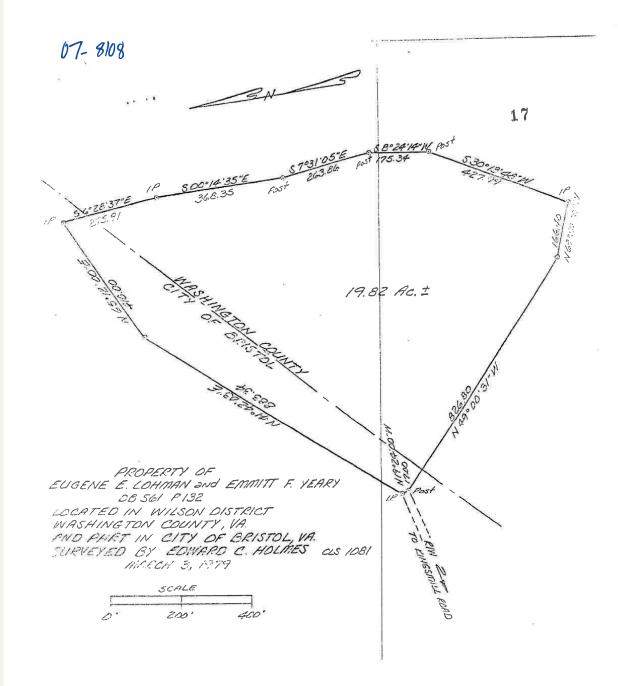
STATE OF VIRGINIA

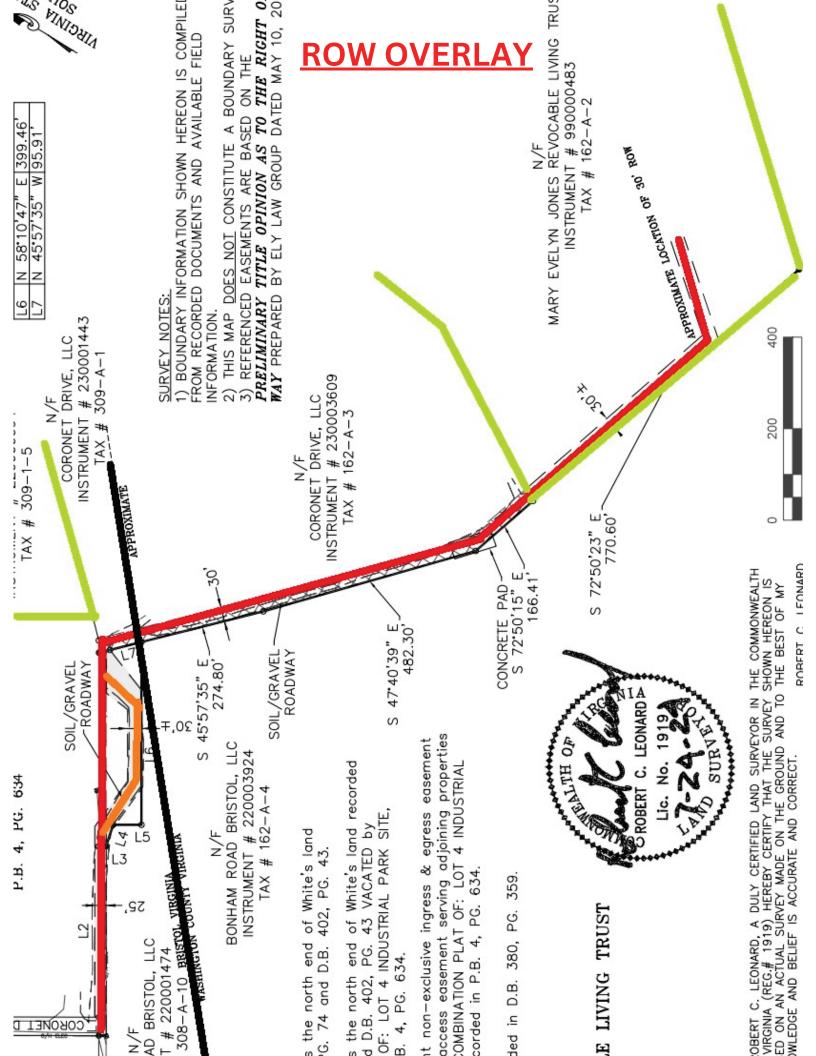
COUNTY OF Anyth, to-wit:

The foregoing instrument was acknowledged before me this the <u>Bad</u> day of <u>Seconder</u>, 1976, by Danny L. Counts and Betty W. Counts, his wife.

- 3 -

1-16-80 My commission expires ie M Notary Public





TITLE SEARCH

LAW OFFICE OF ELY LAW GROUP a Professional Corporation

Brian M. Ely elylaw@embarqmail.com 597 East Main Street Abingdon, Virginia 24210 Telephone (276) 628-1119 Facsimile (276) 628-1109

May 10, 2024 8:00 a.m.

Felicia Leonard United Country Real Estate Via email: fleonardrealtor@gmail.com

Re: **PRELIMINARY** Title Opinion as to a Right of Way

Dear Ms. Leonard:

The real estate records in the Clerk's Office of the Circuit Court for the City of Bristol, Virginia, and Washington County, Virginia, been examined regarding a right of way to certain real property described as Mary Evelyn Jones, Trustee properties having Washington County, Virginia Tax Map Numbers 162-A-2 & 162-A-1A.

This title opinion covers the surface only and is limited only to a right of way to a public road. No opinion is given relative to the coal, oil, gas or other minerals or removal rights in the extent thereof, which might affect the surface. In addition, outstanding interests of heirs or other parties of interest whose names have not been disclosed, either by public record (list of heirs, joint tax payers, etc.) or by the present title holder or lender are not covered by this opinion. This opinion does not cover those grantors in the chain of title who are unknown to the undersigned or not legally competent to execute deeds. No opinion is given in regard to pending lawsuits which may affect title to the subject property unless said lawsuit is a matter of deed book record. Again, this opinion is only as to a right of way to the subject properties.

In the opinion of the undersigned, subject to any discrepancy which an accurate and current survey might reveal, and depending upon the accuracy of the indices in said Clerk's Office, subject to any applicable zoning and materialmen's liens and subject to all recorded and unrecorded telephone, electric, television, water/sewer easements and rights-of-way, the Mary Evelyn Jones properties, as described above, have access to Coronet Drive, a state maintained road, through a 16 foot easement/right of way known as Tanglewood Road, which travels across the former Tanglewood Properties (WC Tax Map #: 162-A-3) to the subject Jones properties.

I base this opinion on the survey by Gregory G. McGlothlin, L.S. of record in Plat Book 79,page 09 in Washington County, Virginia Circuit Court, showing this right of way originating on Bonham Road and described as a 16 foot right of way traveling east along the Allen property to Tanglewood Drive, thence across the Tanglewood Properties, LC land to the Jones property. This McGlothin survey references a survey in Deed Book 390, page 76 and Deed Book 402, page 46, which shows this 16 foot right of way between a 4.995 acre tract and the C. W. White property. This plat is dated June 2, 1964. It does not appear that this right of way is still in use across the White property as it seems that the right of way now extends to Coronet Drive.

Additionally, my opinion is based on the deed to Street & Company, LLC for Lot 4 (Bristol Va. Tax Map #: 309-2-1) which states that it has a permitted exception of "rights of others in and to the use of the gravel drive located on the southerly side of insured property", as set forth in Deed Book 607, page 674.

The adjoining property to Jones' 34.2 acre tract was Tanglewood Properties, L.C. (now Coronet Drive, LLC). By deed dated August 25, 2023, Tanglewood Properties, L.C. conveyed Coronet Drive, LLC, the 19.8 acre tract having WC Tax Map #: 162-A-3, which states that the conveyance is with all interest in the roadway or any right of way leading to or from the property and to or from either Kingsmill Pike or Coronet Drive, as described in Instrument Number 230003609. This property was initially conveyed from E. K. McNew and others to Wilburn and Irene Brannon in Deed Book 380, page 359 on August 20, 1963. With this 19.8 acre tract, there was granted "the right of ingress and egress over a strip of land from the Kingmill Road to the southwesterly corner of the property hereinabove described, said right to be used along with the parties of the first part and their assigns...". This 19.8 acre conveyance was also made subject to the right of Carl Sauls et al, their heirs and assigns, to use the private roadway extending along the easterly side of the property herein conveyed.

Historically, in Deed Book 106, page 455, J. O. Susong and wife conveyed to John and Amanda Harley a parcel of land containing117.57 acres with the right of ingress and egress over a strip of land leading from the South Westerly corner of the tract in a Westerly direction to the County road known as the Old Kings Mill Road. In Deed Book 259, page 1, John and Amanda Harley conveyed this 117.57 acre tract to E. K. McNew and others with this same right of way. In Deed Book 273, page 45, E. K. McNew and others conveyed the 34.2 acre tract (WC Tax Map #: 162-A-2; now Jones Tract), to Estil Mullins and wife, with the "right of ingress and egress over a strip of land from the Kings Mill Road to the property herein described, said right to be used along with parties of the first part and their assigns, ...". It is also noted that the 30 foot right of way to the remaining Jones property (WC Tax Map #: 162-A-1A) is shown on a plat in Deed Book 273, page 48.

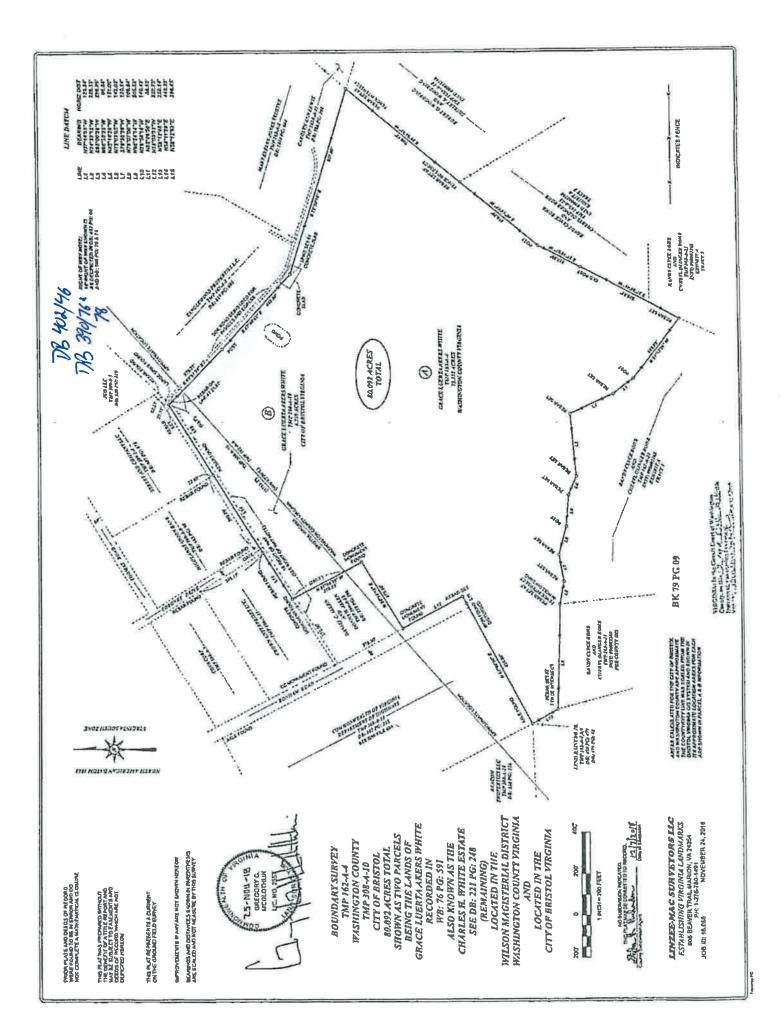
Lastly, the property which ultimately became Tanglewood Properties (19.2 acres-WC Tax Map #: 162-A-3) was conveyed from E. K. McNew and others in Deed Book 380, page 359, subject to the 30 foot right of way for the benefit of Carl Sauls (former owner of the Jones property).

Therefore, based on the above, I believe that the Jones properties have a right of way across Coronet Drive, LLC property along the private road now as Tanglewood Road to Coronet Drive.

No opinion is given as to whether the current or intended use of this property is or would be proper under applicable zoning ordinances, building codes or other laws. This opinion only states that it is believed that there is the right of way from Coronet Drive to WC Tax Map #: 162-A-2 as existing by the deed records.

Title is subject to matters placed of record subsequent to the date and time of this title opinion.

Sincerely, ELY LAW GROUP, P.C. Brian M. Elv



Given under my hand this 14th. day of May, 1921.

John M. Kreger, Commissioner in Chancery.

VIRGINIA- In the Clerk's Office of the Circuit Court of Washington County, the 10th day of December, 1923. The foregoing writing was delivered to the Clerk of the Circuit Court aforesaid,

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on the day above mentioned, and admitted to record at 3:30 o'clock P.M. TESTE:

John Wesley Combs, et ux,

To R.R.Williams,

THIS DEED, made and entered into this the 24th day of July 1923, by and between John Wesley Combs and Ellen , his wife, parties of the first part, and R.R.Williams, party of the second part, all of the County of Washington, State of Virginia.

WITNESSETH: That for and in consideration of the sum of one dollar in hand paid, the receipt of which is hereby acknowledged, the party's of the first part do grant bargain and sell, and hereby convey with covenant of general warranty, to the party of the second part all their interest in and to a certain tract or parcel of land lying and being in the County of Washington and in the Goodson District and about 9 miles South of Abingdon, and isbounded as follows:

BEGINNING at a Planted Stone, a corner to the lands of Garrett and Lowry. Thence with Lowrys line , N. 47 1/2 W. 16 poles to a planted Stone. Thence for a division line with the party of the first part, S. 28 1/2 E. 17 poles and 7 links, following the road to a Planted Stone in Garretts line. Thence with Garretts line, N. 37 3/4 E. 5 poles and 14 links to the beginning, and containing 44 square poles.

In testimony wherof witness our hand and seal, given this the day and date above written.

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(50¢ U.S. Documentary Stamps).		V Ellen	Combs	SEAL
Washington County to-wit:	-			

I, J.D.McChesney, a Justice of the Peace for the County aforesaid in the State of Virginia, do certify that J.W. Combs and Ellen Combs his wife whose names are signed to the foregoing writing bearing date on the 24th day of July, 1923, have acknowledged the same before me in my county aforesaid.

Given under my hand, this the 24th day of July, 1923.

J.D.McChesney, J.P.

VIRGINIA- In the Clerk's Office of the Circuit Court of Washington County, the 11th day of December, 1923. The foregoing writing was delivered to the Clerk of the Circuit Court aforesaid, on the day above mentioned, and admitted to record at 1:50 o'clook P.M.

TESTE -------000-------

J.O. Susong, et ux, THIS DEED made and entered into this the 14th day To of November, 1923, by and between J.O.SUSONG and LUCY B. SU-John W.Harley, et ux, SONG, his wife, parties of the first part, and JOHN W. HARLEY and AMANDA C. HARLEY, his wife, parties of the second part, all parties of Washington County, Virginia,

WITNESSETH: THAT for and in consideration of the sum of FIVE THOUSAND EIGHT HUNDRED SEVENTY EIGHT 50/100 (\$5,878.50) DOLLARS, each in hand paid, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and sold and hereby transfer and convey unto the parties of the second part one certain tract or parcel of land situate in the Goodson District of Washington County, Virginia, same being bounded by the lamis of Quillen, Preston, Talman, Leonard and other lands of parties of first part, and being more particularly described as follows: 7XSIB

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BEGINNING at a double Oak at a point near the Westerly end of a ridge; thence a new line S 49 E 650 ft. to a planted rock; thence S 73-30 E 937 ft. to a planted stone, corner to Toliver's lands; thence N. 41-10 E 1316 ft. to a pine stump and planted stone; thence N 44 E 600 ft. to a Locust; thence N 58-15 E 253 ft. to a planted stone; thence N 16 E 630 ft. to a Poplar; thence N 30-45 E 556 ft. to a Gum; thence N 12 E 250 ft. to a planted stone; thence N 36-40 E 238 ft. to a planted stone corner to the Preston Land; thence with Preston line N 53-05 W 866 ft. to a planted stone on top of the ridge corner on Quillen and Dougherty land; thence with their line S 24-30 W 235 ft. to a Hickory; thence S 38-15 W 408 ft. to a stake; thence S 56-30 W 334 ft .to a Hickory; thence S 73-40 W 272 ft. to a stake; thence S 58-10 W 215 ft. to a stake; thence S 14 E 532 ft. to a stake; thence S 49-45 W 724 ft. to a Chestmut Oak Stump; thence S 84-40 W 208 ft. to a Hickory; thence S 43 W 956 ft. to the Beginning, containing 117.57 acres more or less and being a part of the lands purchased by J.O. Susong from Peter H. Leonard et al.

TO HAVE AND TO HOLD unto the parties of the second part, their heirs successors or assigns, with all rights, privileges and appurtenances thereon or thereunto in any wise belonging in fee simple forever.

The parties of the first part hereby convey unto parties of the second part, their heirs or assigns the right of egress and ingress over a strip of land leading from the South Westerly corner of the tract of land herein conveyed in a Westerly direction to the County road known as the Old Kings Mill Road.

THE parties of the first part covenant with parties of the second part that they are lawfully seized and possessed of said land, have full right and absolute authority to convey same and that it is free from encumberances of any kind, and they further covenant that they will forever warrant and defend the title against the lawful claims of any and all persons whomeoever.

IN TESTIMONY WHEREOF witness the signatures and the seals of the parties of the first part the day and date first above herein written.

(\$6.00 U.S. Documentary Stamps). J.O. Susong (SEAL) STATE OF VIRGINIA CITY OF BRISTOL.

I, H.W.Spargue, a Notary Public for the City aforesaid in the State of Virginia do certify that J.O. Susong and Lucy E.Susong, whose names are signed to the writing above, bearing the date of the 14th day of November, 1923, have acknowledged the same before me, in my aforesaid City.

Given under my hand this the 17 day of Nov. 1923.

H. W. Spargue

My commission expires the 16th day of Feb. 1926.

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Amanda C. Harley, et al, то E. K. McNew, et al,

THIS DEED made and entered into this the 20th. day of February 1952, by and between JOHN HARLEY and AMANDA C. HARLEY, his wife, parties of the First part and E. K. MCNEW, G. E. MUSGROVE and C. H. DRINKARD, parties of the seond part; 1

WITNESSETH: THAT for and in consideration of the sum of SEVEN THOUSAND DOLLARS, this day cash in hand paid by the parties unto the said parties of the first part, receipt whereof is hereby acknowledged by the parties of the first part, THEY, the said John Harley and Amanda C. Harley, his wife, parties of the first part have bargained and sold and do by these presents bargain, sell, grant, transfer and convey unto the said E. K. McNew, G. E. Musgrove and C. H.Drinkard, parties of the second part, with covenants of general warranty and free from all encumbrances, all that certain tract of land lying and being in Goodson Magisterial District of Washington County, Virginia, bounded by the lands of Quillen, Preston, Talman, Leonard and others and more particularly bounded and described as follows, to-wit:

"BEGINNING at a double Oak at a point near the westerly end of a ridge; thence a new line S 49 E 850 feet to a planted rock; thence S 73-30 E 937 feet to a planted stone, corner to Toliver's lands; thence N 41-10 E 1316 feet to a Pine Stump and planted stone; thence N 44 E 600 feet to a Locust; thence N 58-15 E 253 feet to a planted stone; thence N 16 E 630 feet to a Poplar; thence N 30-45 E 556 feet to a Gum; thence N 12 E 250 feet to a planted stone; thence N 36-40 E 238 feet to a planted stone, corner to the Freston land; thence with Preston line N 53-05 W 866 feet to a planted stone on top of ridge, corner to Quillen and Dougherty land; thence with their line S 24-30 W 235 feet to a Hickory; thence S 38-15 W 408 feet to a stake; thence S 56-30 W 334 feet to a Hickory; thence S 73-40 W 272 feet to a stake; thence S 58-10 W 215 feet to a stake; thence S 14 E 532 feet to a stake; thence S 49-45 W 724 feet to a Chestnut Oak stump; thence S 84-40 W 208 feet to a Hickory; thence West 300 feet to a stake; thence S 65-10 W 410 feet to a Hickory; thence S 43 W 956 feet to the BEGINNING, containing 117.57 acres, be the same more or less, and being part of the lands purchased by J. O. Susong from Peter H. Leonard et al."

This being the same land conveyed to the parties of the First part by J. O. Susong and Lucy B. Susong, his wife, by deed dated 14th day of November 1923, and of record in the office of the Clerk of the Circuit Court of Washington County, Virginia, in D. B. 106 P. 455.

The parties of the first part also grant and convey unto the said parties of the second part the right "of ingress and egress over a strip of land leading from the southwesterly corner of the tract of land herein conveyed in a westerly direction to the County Road, known as the King's Mill Road"; which was conveyed to them, their heirs or assigns by the said deed.

TO HAVE AND TO HOLD said tract or parcel of land, together with all improvements thereon and appurtenances thereunto in any wise belonging unto the said parties of the second part, their heirs and assigns in fee simple forever.

AND the parties of the first part covenant with the parties of the second part that they are lawfully seized and possessed of the said land, have full right and absolute authority to convey the same; and that the same is free from all encumbrances; they further covenant that they will forever warrant and defend the

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title thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF we have hereto set our hands and seals this the day and year first above written.

John Harley			(SEAL)	
Amanda	с.	Harley	(SEAL)	

STATE OF VIRGINIA,

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CITY OF BRISTOL, to-wit:

I, Beatrice Burson, a notary public of and for the city aforesaid in the State of Virginia do certify that JOHN HARLEY AND AMANDA C. HARLEY, his wife, whose names are signed to the writing above bearing date on the 20th day of February, 1952, have acknowledged the same before me in my city aforesaid.

My commission expires on the 11th day of July, 1953.

Given under my hand this the 20th day of February, 1952

Beatrics Burson, Notary Public.

(\$7.70 U. S. Documentary Stamps)

Virginia: County of Washington, to-wit:

In the Clerk's Office of the Circuit Court of the County and State aforesaid, the 22nd day of February, 1952, at 11:05 o'clock A. M., the foregoing writing was presented and admitted to record, and together with the certificate of acknowledgment recorded.

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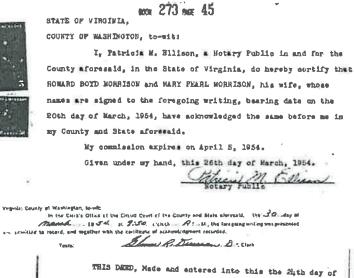
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Jeanette Middleton,

Emma Linen, et al, | This Deed, Made this 22 day of January in the year one thousand nine hundred and fifty two between Emma Linen (widow); D. Harold Linen and Marjorie Linen, his wife; Edna Parker and Rufus Parker, her husband, and William D. Linen and Rae Linen, his wife, parties of the first part, and Jeanette Middleton, party of the second part,

WITNESSETH, That in consideration of the sum of ONE THOUSAND Dollars to them in hand paid at and before the sealing and delivery of this deed, the receipt of which is hereby acknowledged, the said parties of the first part do grant unto the said party of the second part in fee simple with General Warranty, all that certain tract or parcel of land lying in the Town of Mendota, Washington County, State of Virginia, and bounded as follows, to-wit:

Beginning at a planted rock fourteen feet from the southwest corner of Malone's land, thence N 41 degrees W 361 feet to a planted rock, fourteen feet from the said Malone line; thence 156 feet to a planted rock 14 feet from the Barker-Malone corner; thence N 65 degrees W 16-1/2 poles to a rock in the lower edge of a road; thence in a northerly direction with the lower edge of said road to a planted rock in the head of a hollow on the east side of a branch; thence up said hollow on the east side of said branch 86 feet to a planted rock below a branch crossing; thence crossing said branch at about an angle of 90 degrees in a westerly direction to a planted rock in the Barker-McKenzie line; thence in a southerly direction with the Barker-McKenzie line to an elm tree in the edge of a branch; thence S 17-1/2 degrees W 495-1/2 feet down said branch and on the east



February, 1955, by and between E. E. NoREM and IDA P. MCNEM, his wife, O. E. MUSOROVE and BEDNA P. MUSOROVE, his wife, and C. H. DRIMKARD and EDIA H. URINKARD, his wife, first partice, and CARL SAUIS and MARTEAN SAULS, his wife, and ESTIL MULLINS and PERN MULLINS, his wife, second partice; $\underline{\Psi} \pm \underline{\Gamma} \underline{N} \underline{E} \underline{N} \underline{S} \underline{S} \underline{E} \underline{\Gamma} \underline{E}$

That for and in consideration of the sum of TRN DOLLARS (\$10.00), each in hand psid, and other valuable considerations, receipt of all of which is bereby acknowledged, the first parties have bargained and sold and do hereby grant, bargain, sell, transfer and convey unto the second partime with covenants of general warranty of title and sgainst all encumbrances, a certain tract or parcel of land with all appurtenances thereunto belonging, lying and being in Goodson Magisterial District of Washington County, Virginia and described as follows:

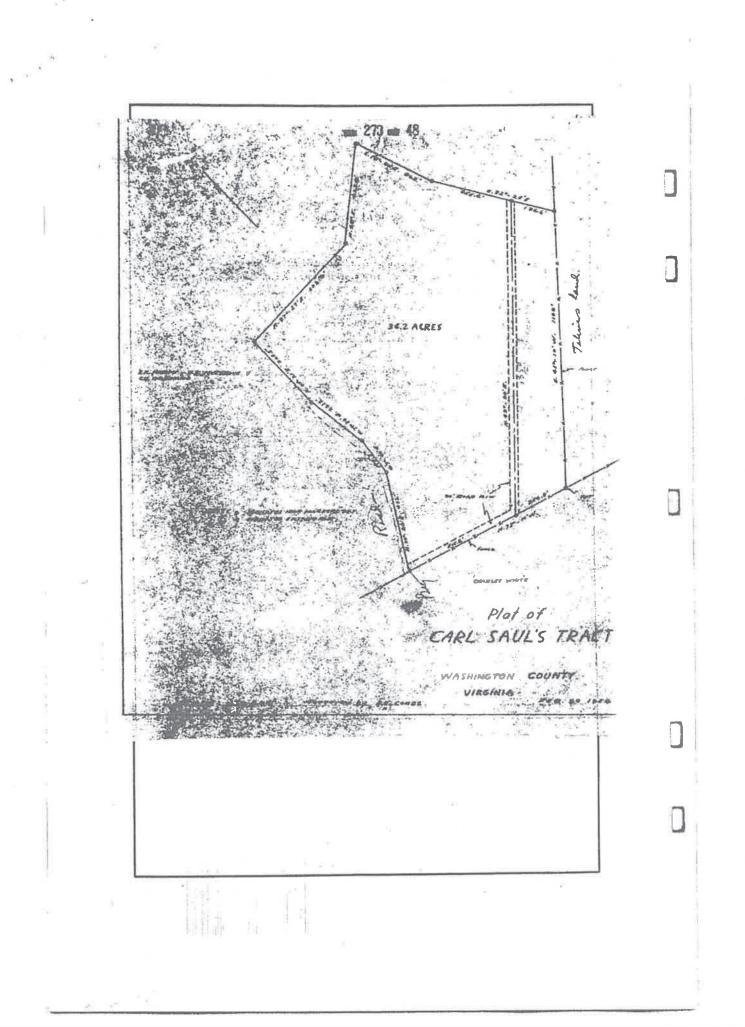
Arginia and described as follows: BEDINNING at an iron pipe in the fence line on the southerly boundary of the property hereinafter described and in the line of Charles White; thence a new line and with the line of other property belonging to the first parties N 30 21 E b32 feat to a stake; N 7 H6 E 179.5 feat to a stake; N 7 Ju W 261.2 feat to a stake; N 00 21 E 363.5 feat to a stake; N 00 27 E 602.2 feat to a stake; N 49 E 423.6 feat to a stake; S 18 30 E 363 feat to a stake; S 32 25 E 552 feat to a stake in the old Toliver line; thence with said line S 41 10 W 1199 feat to a post in Charles White's line; thence with Charles White's line; Y 70.6 feat to the point of BEDINNING, described according to survey of P. E. Combu action fais a conversance by the boundary and not by the acres. Beld precises are a portion of the property conversed to E. K. Nekew, G. S. Musgrove and C. H. Drinkerd by deed of John Harley and wife deted Petrusry 20, 1952 and recorded in Deed Book 259, page 1, in the Clark's office of the circust Court of Washington County at Abington, Virginia.

Benald V. Stan

there is also conveyed to the second parties the right of ingress and egress over a strip of land from the Kings Mill Boad to the property hereinabove described, said right to be used along with the first parties and their assigns, said right having been conveyed to said E. K. McNew et al by said deed of John Exception Barley and wife dated February 20, 1952. There is excepted from the conveyance above described a right of way for a roadway for the benefit of the first parties, their heirs or assigns, 30 feet wide and described as follows: BEDINNING at the southwesterly corner of the property above described and running thence along Charles White's line S 73 10 E 515.6 feet; thence leaving said line N 43 30 E about 1550 feet to the easterly line of the property above described. Said tract of land and said right of way are more particularly shown on plat designated "Plat of Carl Saul's Tract, Washington County, Virginia, Fabruary 20, 1954", a copy of which is attached hereto and made a part hereof. Should the second parties elect to do so they shall have the right to build fences which project across said right of way, but they shall at their expense erect and construct oattle Guards at least 12 feet wide, and in no event shall they place a gate across said right of way. There is a hard surfaced road extending along a portion of the westerly line of the property herein conveyed, said westerly line of the said property being measured 25 feet from the center of said road. It is understood that in the event the first parties subdivide the property to the west of the property herein described for subdivision purposes and open eaid road to the public that the second parties, their heirs and assigns, shall have the right to use said road as a public road and that if the first parties soll said property on the west side of said road as a tract that at the time of the sale they will grant the second parties the right to use said road upon payment of \$50.00. The second parties assume and agree to pay taxes for the year 1954. WITNESS the following signatures and seals. H. mi - new (SEAL) Ida J. mchaw (SEAL) H& Muspine (SEAL) Busice of Mungeone (SEAL) Cotter (SEAL) E.C. HI (SEAL)

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NOX 273 NEE 47 STATE OF VIBOLNIA, CITY OF BRISTOLS I, ______ a Hotary Public in and for the State and City aforesaid, do certify that E. E. MoHew and Ids F. McNew, his wife, G. E. Musgrove and Sound F. Musgrove, his wife, and C. H. Drinkard and Eula H. Drinkard, his wife, whose names are signed to the foregoing writing beering date the 24th day of Pebruary, 1954, have acknowledged the same before me in my City storessid. My Commission Explore Aug. 25, 1521 Ny commission ampires Given under my hand this the lo day of the struct, PULLIC C 1954-Rotary Fubile no al Machington, to mill to the Others of the Christin Court of the County and State absential. This also stay off Manache 19 54: at /3/45 cross A. S. the transformer many unapresented to proved, and support with the certificity of activated point reaction. Also record, and support with the certificity of activated point reaction. Manual R. Thereas activated to the certificity of activated point reaction. Manual R. Thereas activated to the certificity of activated point reaction. Manual R. Thereas activated point activated point activated to the certificity of activated point activated activated Vaginta: Counta of Washington, to-effi Low British Michael L. Start Manager Statement Manager Statement $=1_{\rm H}=$



BOOK 666 PAGE 135

THIS DEED, made and entered into this 4th day of October, 1982, by and between LUTHER SAULS, Widower, first party, and HARDAWAY SAULS, second party;

WITNESSETH:

That for and in consideration of thelows and affection. which the party of the first part has for the party of the second part, who is his son, the party of the first part 2 and does heraby grant, has given transfer and convey unto the second party, with covenants of general warranty of title and against all encumbrances, a certain tract or parcel of land with all appurtenances thereunto belonging, lying and being in the old Goodson Magisterial District of Washington County, Virginia, and described as follows:

> BEGINNING at a stake, southeast corner of tract of land conveyed to Carl Sauls and Marthan Sauls, his wife, and conveyed to Carl Sauls and Marthan Sauls, his wife, and Estil Mullins and Fern Mullins, his wife, by deed dated February 24, 1954, recorded in Deed Book, page thence with the old Tolliver line, N 41 10 E, 117 feet; N 44 00 E, 600 feet; N 58 15 E, 253 feet; N 16 00 E, 630 feet; N 30 45 E, 556 feet; N 12 E, 250 feet; N 36 40 E, 238 feet; N 53 05 W, 866 feet to a point, Cuillen's corner; thence with the Quillen line S 24 30 W, 235 feet; S 38 15 W, 408 feet; S 56 30 W, 334 feet; S 75 40 W, 272 feet; S 58 10 W, 215 feet to a point, Scenic Park corner; thence with its line S 14 E, 27.8 feet to a point, corner to property of McNew; thence a new line and with other property of McNew; thence a new line and with other property of McNew S B4 15 E, 488.6 feet; S 9 55 W, 123 feet; S 20 28 W, 227.2 feet; S 11 09 E, 162.4 feet; S 49 W, 603.7 feet to a point, northeast corner to said tract of land conveyed to Carl Sauls, et al. by the deed hereinabove referred to; thence with said Saul line S 18 30 inabove referred to; thence with said Saul line S 18 30 E, 363 feet to a point; thence continuing with said line and crossing a 30-foot roadway S 32 25 E, 552 feet to the point of BEGINNING, described according to plat designated "Plat Showing Saul's tract, Washington County, Virginia, Drawn by P. Combs, April 9, 1955, Scale: 1" = 300'". This is the same property conveyed to Luther Sauls and May Sauls, his wife, by deed from E. K. McNew, et al., dated April 22, 1955, and of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 289, page 46. Hay C. Sauls died intestate October 9, 1973

RALPH & DILLOW, Jr. ATTORNEY AT LAN

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BOOK 666 PAGE 140

and Mary Ann Sauls Bland, Joselean Sauls Garrett and Hardaway Sauls, her children and heirs at law, conveyed their interest in and to said property to Luther Sauls by Quit-Claim Deed dated November 22, 1978, and of record in the Clerk's Office of the Circuit Court of Bristol, Virginia, in Deed Book 208, page 644 and in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book _____, page ____.

The first party also conveys unto the second party, his heirs and assigns, with covenants of special warranty of title, the right to use the 30-foot roadway and the right of ingress and egress referred to in said deed dated April 22, 1955 from E. K. McNew, et al. to Luther Sauls and May Sauls, his wife.

TO HAVE AND TO HOLD said property, together with all improvements thereon and appurtenances thereunto in any wise belonging, unto said second party, his lawful heirs and assigns, in fee simple forever.

WITNESS the signature and seal of the first party this the day and year first above written.

Buther Soulo (SEAL)

STATE OF VIRGINIA CITY OF BRISTOL

The foregoing instrument was acknowledged before me on this 6.44 day of October, 1982, by Luther Sauls.

My commission expires: August 27, 1983

Les lares Mr. Aleteket amissioned as Garbara My Sletcher

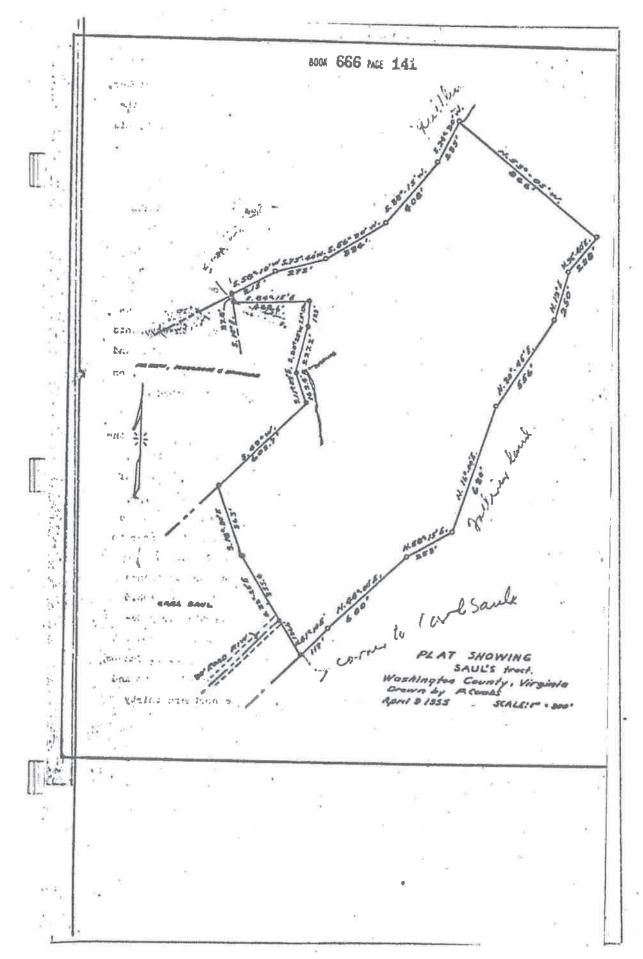
Verginia: Country of Washington, to-wit: In the Circle's Office of the Correct Court of the Country and Rests a formald, the <u>all</u> dry of <u>Association</u>, 19<u>3</u> as <u>A2'35</u> e'clock, <u>A</u> M., the foregoing writing was presented and admitted to remove and together with the coulffacts of acknowledges at recorded. "Takes imposed by 8 58-54.1 of the Code have been petit. <u>International Control of the Code</u> have been petit. <u>True of the Code</u> <u>A</u> Deck True <u>June</u> <u>Print</u>. <u>Theory for Code</u> <u>A</u> Deck

ATTORNEY AT LAW

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230003609.001

Prepared By: Jason H. Arthur Attorney at Law 207 Academy Street Elizabethton, TN 37643 VSB # 65227

INST # 230003609

Aug 29, 2023 11:25 am

If questions, contact: Randy M. Kennedy Attorney at Law 625 Anderson Street Bristol, Tennessee 37620

Consideration: \$150,000.00 (\$25,000.00 in Bristol, VA and \$125,000.00 in Washington Co., VA) Assessed Value: \$15,000.00 (Bristol, VA) \$57,000.00 (Washington Co., VA)

Title Insurance: Chicago Title Insurance Company

Tax Map - Washington Co., VA – 162-A-3 Tax Map - City of Bristol, VA – 309-A-1

GENERAL WARRANTY DEED

THIS DEED made and entered into this the 25th day of August, 2023, by and between TANGLEWOOD PROPERTIES, L.C., a Virginia Limited Liability Company, Grantor, party of the first part, and CORONET DRIVE, LLC, a Tennessee Limited Liability Company, Grantee, party of the second part.

WITNESSETH:

WHEREAS the party of the first part, Tanglewood Properties, L.C., a Virginia Limited Liability Company, acquired by deed dated the 4th day of March, 1993, a certain tract or parcel of land part of which is in the City of Bristol, Virginia, and the remaining part in Washington County, Virginia, located off 100 Coronet Drive,, Bristol, Virginia; and

WHEREAS the party of the second part, Coronet Drive, LLC, a Tennessee Limited Liability Company, desires to purchase said tract or parcel of land from party of the first part upon terms agreed to by both parties; and

WHEREAS the party of the first part has duly adopted a unanimous Resolution at a special called meeting of the Limited Liability Company's Members approving the sale of the said real estate upon the terms of the parties' written agreement dated August 15, 2023; and

WHEREAS at the special called meeting of the members and pursuant to motion duly made and passed unanimously authority was granted to Eugene E. Lohman, as Chief Executive Member, to execute any deed or document or take any further action on behalf of the said party of the first part necessary to convey legal title of the tract or parcels of land to the party of the second part, and in pursuance thereof has caused his signature and seal to be affixed hereunto.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant and convey to the party of the second part, with covenants of general warranty and English covenants of title, that certain tract or parcel of land lying and being partly in Washington County, Virginia, and partly in the City of Bristol, Virginia, and which property is more particularly described as follows:

BEGINNING at a point in the right of way leading from the property herein conveyed in a westerly direction to the road known as Kingsmill Pike; thence with the line of property formerly owned by White (now owned by Bonham Road Bristol, LLC) S 49 E 850 feet to a stake; thence S 73 30 E 166.4 feet to a stake, corner to a property formerly owned by Carl Sauls, et al. (now owned by Jones Mary E Revocable Living Trust), described in a deed from E. K. McNew and wife to Carl Sauls, et al., dated February 24, 1954, and recorded in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 273, page 45; thence with said Sauls' line (being the East line of a private road), N 30 24 E 432 feet to a stake; thence continuing with said road and said Sauls' line N 7 46 E 179.5 feet to a stake, N 7 34 W 261.2 feet to a stake, N 00 21 E 363.5 feet to a stake, corner to property now or formerly owned by McNew; thence with the line of the said McNew property, N 2 20 E 423 feet to a stake; thence S 65 10 W 410 feet to a stake; thence S 43 W 956 feet to the point of BEGINNING, containing 19.8 acres by estimation, it being understood that this is a sale by the boundary and not by the acre, and that the calls hereinabove set out are taken from the prior deeds and not surveyed on the ground and being the same property which was conveyed to TANGLEWOOD PROPERTIES L.C., the party of the first part by deed dated the 4th day of March, 1993, from Emmitt F. Yeary, and wife, and Eugene E. Lohman, and wife, and which deed is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 859, at page 604, and in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 302, at page 466.

The party of the first part also conveys to the party of the second part all its right, title and interest in the roadway or any right of way leading to or from the property and to or from either Kingsmill Pike or Coronet Drive. This conveyance is made subject to all existing easements, restrictions, reservations, and rights of way of record which have not been abandoned and which may be binding and legally enforceable on the same.

WITNESS the following signature and seal:

TANGLEWOOD PROPERTIES, L.C., a Virginia Limited Liability Company

By: ohman, Chief Executive Member

STATE OF TENNESSEE

COUNTY OF SULLIVAN

I, the undersigned, a Notary Public in and for the State and County aforesaid, do

certify that Eugene E Lohman, Chief Executive Member of Tanglewood Properties, L.C., the within named bargainor, a limited liability company, whose name is signed to the writing above, bearing date on the 254 day of August, 2023, has acknowledged the same before me in my County aforesaid.

day of August, 2023. Given under my hand this the Notary Public NNESSEE My Commission Expire

NAME AND ADDRESS OF THE PERSON OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES AND TO WHOM THE CLERKS OF THE RESPECTIVE COURTS SET OUT ABOVE SHALL RETURN THE DEED TO AFTER RECORDATION :

Name: Coronet Drive, LLC

Address: 245 Birch Street Blountville, TN 37617 The undersigned does hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater is \$150,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Engene E. Soman

Sworn to and subscribed before me this the 256 day of August, 2023.

...... OF Public R TENNESSEE NOTARY

My Commission Expires: 101904

THE PREPARER OF THIS DEED MAKES NO CLAIM AS TO THE STATUS OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. THIS DEED SHOULD BE RECORDED IMMEDIATELY TO PROTECT YOUR RIGHTS.

> INSTRUMENT # 230003609 RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE Aug 29, 2023 AT 11:25 am PATRICIA S. MOORE, CLERK by SHD \$103.50 GRANTOR TAX WAS PAID AS REQUIRED BY SEC 58.102 OF THE VA. CODE STATE: \$75.00 LOCAL: \$28.50

THIS DEED, made on this the 25th day of January,

1994, by and between M. MARION <u>JONES</u> (also known as M. M. Jones), Party of the First Part (Grantor), and MARY EVELYN <u>JONES</u> (also known as Mary E. Jones), Party of the Second Part (Grantee);

WITNESSETH:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Party of the First Part has bargained and sold and does hereby grant, transfer and convey unto the Party of the Second Part, to abolish tenancy by the entirety with right of survivorship as at common law, with covenants of general warranty and English Covenants of Title, those certain lots or parcels of land situate in the City of Bristol, Virginia and Washington County, Virginia and being more particularly described as follows:

PARCEL 1 - Wilson District of Washington County, Virginia

BEGINNING at an iron pipe in the fence line on the southerly, boundary of the property hereinsfter described and in the line of Charles White; thence a new line and with the line of other property belonging to E. K. MCNEW, et al N 30 24' E 432 feet to a stake; N 7 46' E 179.5 feet to a stake; N 7 34' W 261.2 feet to a stake; N 00 21' E 363.5 feet to a stake; N 87 27' E 602.2 feet to a stake; N 49 E 423.8 feet to a stake; S 18 30' E 363 feet to a stake; S 32 25' E 552 feet to a stake in the old Tolliver line; thence with said line S 41 10' W 1199 feet to a post in the Charles White's line; thence with Charles White's line N 73 10' W 770.6 feet to a point of BEGINNING, described according to the survey of P. E. Combs dated February 20, 1954, and containing 34.2 acres, less the right of way hereinafter described, this being a conveyance by the boundary and not by the acre. This being the same property conveyed to M. Marion Jones and wife, Mary E. Jones from Estil Mullins by deed dated April 13, 1984, and of record in the Clerk's Office of the Circuit Court of Washington County, Virginia in Deed Book 683, Page 291.

There is excepted from the conveyance above described a right-of-way for a roadway for the benefit of E. K. MoNew, et al, their heirs and assigns, so feet wide and described as follows:

BEGINNING at the southwesterly corner of the -1-

The American State of the

935 PAGE . 196

BOOK 935PAGE . 100 property above described and running thence along Charles White's line 5 73 10' E 515.8 feet; thence leaving said line N 43 30' E about 1350 feet to the easterly line of the property above described.

PARCEL 2 - City of Bristol, Virginia and Wilson District of Washington County, Virginia

BEGINNING at an iron pin, corner to other property of M. Marion Jones, and wife, Mary Evelyn Jones and on the line of the property now or formerly owned by R. L. Johnson Construction Company; thence with the line of coid Johnson Construction Company, N 48, 477 said Johnson Construction Company, N 48 47' 57" E 607.18 feet to an iron pin, thence N 11 09' 03" W 165.77 fact to an iron pin; thence W 11 09' 03" W 165.77 fact to an iron pin; thence N 20 28' 10" E 223.18 fact to an iron pin; thence N 09 53' 35" E 123.02 fact to an iron pin; thence N 86 26' 43" W 469.40 fact (and crossing the corporate line of the City of Bristol) to an iron pin; thence N 21 51' 09" W 27.80 feet to an iron pin; thence N 52 33' 22" E 221.49 feet to a planted stone; thence N 73 29" 24" E 266.61 feet (recrossing the corporate line of the City of Bristol) to an iron pin; thence N 56 23' 57 E 327.30 feet to an iron pin; thence N 56 Z3 15" E 327.30 feet to an iron pin; thence N 38 33' 12" E 405.82 feet to an iron pin; thence N 24 03' 18" E 239.11 feet (re-crossing into the City of Bristol, Virginia) to an iron pin; thence S 52 Z5' 20" E 653.58 feet (again re-crossing the corporate line of the City of Bristol and returning to Washington City of Bristol and returning to Washington County, Virginia) to a planted stone, said planted stone being corner to property now or formerly of Roy F. Tallman; thence with line of said Tallman the following courses and distances: (1) S 37 30' 49" W 238.10 feet to a planted stone; (2) S 11 46' 02" W 254.95 feet to an iron pin: (3) S 31 04 57" W 551.69 feet to an iron pin; (4) S 16 04" 32' 42" W 629.77 feet to an iron pin; (4) 5 S 58 10' 21" W 249.66 feet to an iron pin: (6) S 43 55' 21" W 592.12 feet to an iron pin; and (7) S 41 07' 46" W 115.73 feet to an iron pin, corner to other property of M. Marion Jones and wife, Mary Evelyn Jones; thence with the line of said other property of the said M. Marion Jones and wife, Mary Evelyn Jones, N 32 36' 13" W 551.39 feet to an iron pin and thence continuing with the line of said other property of M. Marion line of said other property of M. Marion Jones and wife, Mary Evelyn Jones, N 19 12' 56" W 361.00 feet to an iron pin, the same being the point of BEGINNING, containing 50.68 acres, more or less, and being described on a plat prepared by Gale W. Maiden, Land Surveyor, the same being dated January 5, 1987 and entitled "Showing the Property of Hardaway Sauls", the foregoing being the same property conversed to M. M. being the same property conveyed to M. M. Jones, and wife, Mary E. Jones, by deed from Hardaway Sauls and wife, Carolyn Sue Sauls, dated February 3, 1987 and of record in the Circuit Court Clerk's Office for the City of

-2-

BOOK 935 PAGE .. 197

Bristol in Deed Book 259 Page 141 and the Circuit Court Clerk's Office for Washington County in Deed Book 734 Page 766,

The Party of the First Part further conveys unto the Party of the Second Part, and her heirs and assigns, all right, title and interest which the Party of the First Part may have in and to the 30-foot roadway as described in the prior deeds to the parties hereinabove described together with such rights of ingress and egress as are described in that said deed dated April 4, 1955, from E. K. McNew, et us et al, to Luther Sauls, et ux, the same being of record in the office of the Circuit Court Clerk for Washington County, Virginia in Deed Book 289, Page 46.

PARCEL 3 - Wilson District of Washington County, Virginia

BEGINNING on a 1/2 inch angle iron on the south side of Highway No. 656; thence four calls with the road right-of-way S 75 42 E 100 feet to an iron pin, 5 60 59 E 187.58 feet to an iron pin, 5 60 59 E 187.58 feet to an iron pin, S 57 27 E 274.55 feet to a point, and S 58 46 E 229.04 feet to an iron pin at an old wire fence corner; thence leaving the right-of-way and with an old line fence S 2 40 W 182.90 feet to a 30 inch white cak; thence continuing with the old wire oak; thence continuing with the old wire fence S 1 48 W 636.19 feet to a 48 inch poplar; thence continuing with the fence line 5 1 46 W 420.66 feet to a 14 inch marked cucumber; thence continuing with the fence line 5 5 25 W 351.98 feet to a 1 1/4 inch iron pipe at the fence corner on top of the main ridge; thence along the north crest of the ridge and a wire fence line seven calls: B 64 15 W 117.01 feet to a point, S 67 01 W 165.22 feet to a point, S 68 56 W. 89.47 feet to a point, S 63 26 W 77.10 feet to a point, S 61 26 W 84.01 feet to an 8 inch marked hickory, continuing with the ridge and the fence line S 43 06 W 139.19 feet to a point, S 64 45 W 105 80 feet, therea leaving the tee S 44 45 W 106.90 feet; thence leaving the top of the ridge with an agreed line between J. J. Wallace and R. R. Wallace, N 00 59 E down a steep slope 888.35 feet to an iron pipe at the edge of a field, continuing the same line 1484.30 feet to a total distance of 2372.65 feet to the point of BEGINNING, containing 30.50 acres, more or less, and being the same property conveyed to M. M. Jones, and wife, Mary Evelyn Jones by deed from J. Lawrence Jayne, Jr., and wife, Cecilia P. Jayne, dated April 15, 1986 and of record in the Circuit Court Clerk's Office of Washington County in Deed Book 716, Page 651.

TO HAVE AND TO HOLD said property, together with all improvements thereon and appurtenances thereunto in anywise belonging, unto the Party of the Second Part, in fee simple forever.

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AOBK 935PAGE 198

The Party of the First Part covenants with the Party of the Second Part that he is lawfully seized and possessed of said property, that he has good right and full authority to convey the same, that said property is free from encumbrances, except as herein set forth, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Each parcel of Property herein conveyed is transferred subject to all easements, rights-of-way, restrictions and conditions which are duly of record, or which are visible, or of which the Grantee otherwise has knowledge, and which are presently bind and affect the applicable subject property.

There is also conveyed herewith all rights, easements and rights-of-way which exist for and benefit the above described parcels of property.

Taxes for the year 1994 are to be prorated and assumed by the Party of the Second Part.

IN TESTIMONY WHEREOF, witness the signature of the Party of the First Part as of the day and year first above written.

M. Marion Jos

STATE OF TENNESSEE)) 56 COUNTY OF SULLIVAN)

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The foregoing instrument was acknowledged before me this

TOTARY PUBLIC

25th day of January, 1994, by M. MARION JONES.

My Commission expires: 995 uary 12

PARTY RESPONSIBLE FOR PAYMENT OF TAXES: Mrs. Mary Evelyn Jones 205 Sparkling Brook Drive Bristol, Tennessee 37620

This Deed is for the purpose of abolishing ownership of the above described property as Tenants by the Entirety, so that Mary Evelyn Jones shall be sole owner of each parcel of property and is exempt from recording taxes under the Code of Virginia.

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VARGINIA: IN THE DFFICE OF THE CLERK OF THE CIRCLET COURT OF WASHENGTON COUNTY. 2 - 2 1802 The seed was plue day presented in sald slides and with cantilizate therate annarad admined to record addition of the cantilizate therate annarad admined to record addition of the cantilizate therate annarad admined to second addition of the cantilizate therate annarad admined to second addition of the cantilizate therate annarad admined to second addition of the cantilizate therate annarad admined to second addition of the cantilizate the cantilizate the second of the cantilizate second addition of the cantilizate the second of the cantilizate the second of the

Deed No. TESTER KATHY & ONAL CLERK 250 BY Adding Abdient or Original Returned The Date of March Declary Drice Gand No.

BK 364 PG 0058 BODK 1034 PAGE 604

This Instrument was prepared by: KLEIN & ASSOCIATES, Attorneys at Law 108 E. Main Street, Suite 212, Kingsport, TN 37660

GIFT DEED

THIS DEED OF GIFT, made and entered into this, the <u>SH</u> day of <u>Alcumbu</u>, 1998, by and between MARY EVELYN JONES (also known as Mary E. Jones), herein called Party of the First Part (Grantor), and THE MARY EVELYN JONES REVOCABLE LIVING TRUST dated the 19th day of May, 1998, MARY EVELYN JONES, Trustee, herein called Party of the Second Part (Grantee).

WITNESSETH:

Pursuant to Section 58.1-811(D) of the Code of Virginia, 1950, as amended, wherein it provides for the exemption of recordation taxes on deeds of gift, the party of the first part does hereby quitclaim, release, and convey unto THE MARY EVELYN JONES REVOCABLE LIVING TRUST, dated the 19th day of May, 1998, MARY EVELYN JONES, Trustee, any and all right, title and interest she may possess in and to the following described real estate, to wit:

PARCEL 1:

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Wilson District of Washington County, Virginia

BEGINNING at an iron pipe in the fence line on the southerly boundary of the property hereinafter described and in the line of Charles White; thence a new line and with the line of other property belonging to E.K. McNew, et al N 30 24' E 432 feet to a stake; N 7 46' E 179.5 feet to a stake; N 7 34' W 261.2 feet to a stake; N 00 21' E 363.5 feet to a stake; N 87 27' E 602.2 feet to a stake; N 49 E 423.8 feet to a stake; S 18 30' E 363 feet to a stake; S 32 25' E 552 feet to a stake in the old Tulliver line; thence with said line S 41 10' W 1190 feet to a post in the Charles White's lino; thence with Charles White's line N 73 10' W 770.6 feet to a post in the Charles White's lino; thence with Charles White's line N 73 10' W 770.6 feet to a post of BEGINNING, described according to the survey of P.E. Combs dated February 20, 1954, and containing 34.2 acres, less the right of way hereinafter described, this being a conveyance by the boundary and not by the acre. This being the same property conveyed to MARY EVELYN JONES (also known as Mary E. Jones) from M. MARION JONES (also known as M.M. Jonos) by deed dated January 25, 1994, and of record in the Clerk's Office of the Circuit Court of Washington County, Virginia in Deed Book 935, Page 195.

There is excepted from the conveyance above described a right-of-way for a roadway for the benefit of E.K. McNow, et al, their hoirs and assigns, 30 feet wide and described as follows:

PAGE 1 OF 4

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BOOK 1034 PAGE 665

BEGINNING at the southwesterly corner of the property above described and running thence along Charles White's line S 73 10' E 515.8 feet; thence leaving said line N 43 30' E about 1350 feet to the easterly line of the property above described.

PARCEL 2

1.2

City of Bristol, Virginia and Wilson District of Washington County, Virginia

BEGINNING at an Iron pin, corner to other property of Mary Evelyn Jones (also known as Mary E. Jones) and on the line of the property now or formerly owned by R. L. Johnson Construction Company; thence with the line of sald Johnson Construction Company, N 48 47' 57" E 607.18 feet to an iron pin, thence N 11 09' 03" W 165.77 feet to an iron pln; thence N 20 26' 10" E 223.18 feet to an iron pin; thence N 09 53' 35" E 123.02 feet to an iron pin; thence N86 26' 43" W 469.40 feet (and crossing the corporate line of the City of Bristol) to an iron pin; thence N 21 51' 09" W 27.80 feet to an iron pin; thence N 52 33' 22" E 221.49 feet to a planted stone; thence N 73 29' 24" E 266.61 feet (re-crossing the corporate line of the City of Bristol) to an Iron pln; thence N 56 23' 15" E 327.30 51' feet to an Iron pln; thence N 38 33' 12" E 405.82 feet to an iron pin; thence N 24 03' 18" E 239.11 feet (re-crossing into the City of Bristol, Virginia) to an iron pin; thence \$ 52 25' 20" E 853.58 feet (again re-crossing the corporate line of the City of Bristol and returning to Washington County, Virginia) to a planted stone, said planted stone being corner to property now or formerly of Roy F. Tallman; thence with line of said Tallman the following courses and distances: (1) S 37 30" 49" W 238.10 feet to a planted stone; (2) S 11 46' 02" W 254.95 feet to an Iron pin: (3) S 31 04' 57" W 551.69 feet to an iron pin; (4) S 16 32' 42" W 629.77 feet to an iron pin: (5) S 58 10' 21" W 249,66 feet to an Iron pin: (6) S 43 55" 21" W 592.12 feet to an iron pin; and (7) S 41 07' 46" W 115.73 feet to an iron pin, corner to other property of Mary Evelyn Jones (also known as Mary E. Jones); thence with the line of said other property of the said Mary Evelyn Jones (also known as Mary E. Jones), N 32 36' 13" W 551.39 feet to an iron pin and thence continuing with the line of sald other property of Mary Evelyn Jones (also known as Mary E. Jones), N 19 12' 56" W 361.00 feet to an iron pin, the same being the point of BEGINNING, containing 50.68 acres, more or less, and being described on a plat prepared by Gale W. Malden, Land surveyor, the same being dated January 5, 1987 and entitled "Showing the Property of Hardaway Sauls", the foregoing being the same property conveyed to MARY EVELYN JONES (also known as Mary E. Jones), by deed from M. MARION JONES (also known as M. M. Jones) dated January 25, 1994 and of record in the Circuit Court Clerk's Office for the City of Bristol in Deed Book 330 Page 691 and the Circuit Court Clerk's Office for Washington County in Deed Book 935 Page 195.

PAGE 2 OF 4

BK 364 PG 0060 BOOK 1034 PAGE 606

The Party of the First Part further conveys unto the Party of the Second Part, the beneficiaries and assigns, all right, title and interest which the Party of the First Part may have in and to the 30-foot roadway as described in the prior deeds to the parties hereinabove described together with such rights of ingress and egress as are described in that said deed dated April 4, 1955, from E. K. McNew, et ux et al, to Luther Sauls, et ux, the same being of record in the office of the Circuit Court Clerk for Washington County, Virginia in Deed Book 289, Page 46.

TO HAVE AND TO HOLD said property, logether with all improvements thereon and appurtenances thereunto belonging, unto THE MARY EVELYN JONES REVOCABLE LIVING TRUST dated the 19th day of May, 1998, MARY EVELYN JONES, Trustee, the beneficiaries and assigns forever.

Each parcel of property herein conveyed is transferred subject to all easements, rights-of-way, restrictions and conditions which are duly of record, or which are visible, or of which the Grantee otherwise has knowledge, and which presently bind and affect the applicable subject property.

There is also conveyed herewith all rights, easements and rights-of-way which exist for and benefit the above described parcels of property.

IN WITNESS WHEREOF the Parties of the First Part hereunto sign their names on the day and year first above written.

ane (Also known as Mary E. Jones)

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STATE OF TENNESSEE

On this <u>SH1</u> day of <u>Mercanther</u>, 1998, before <u>ArgH, TFtulk</u>, a notary public, personally appeared MARY EVELYN JONES, Trustee of <u>OHE MARY EVELYN JONES</u> REVOCABLE LIVING TRUST dated the 19th day of May, 1998, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal of off	fice in the State and Coun	ty aforesaid this	fi day of
Alcentier, 1998.	•	num DOR	UTHY Junio
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	NOTARY PUBLIC	2 44	ap /
My commission expires	-00	Quint	STATISTICS AND
		the state of the s	1EN de Man

PAGE 3 OF 4

BX 364 PG 0061

BOOK 1034 PAGE 607

NAME & ADDRESS OF PROPERTY OWNER:

THE MARY EVELYN JONES REVOCABLE LIVING TRUST dated the 19th day of May, 1998 MARY EVELYN JONES, Trustee 205 Sparkling Brook Drive Bristol, TN 37620 NAME & ADDRESS OF PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:

- Beerland -

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THE MARY EVELYN JONES REVOCABLE LIVING TRUST dated the 19th day of May, 1998 MARY EVELYN JONES, Trustee 205 Sparkling Brook Drive Bristol, TN 37620

THE LEGAL DESCRIPTION OF THE REAL ESTATE HAS BEEN FURNISHED TO THE DRAFTSMAN BY THE GRANTOR(S) OR A THIRD PARTY OR HAS BEEN OBTAINED FROM THE PUBLIC RECORDS. THE DRAFTSMAN ASSUMES NO LIABILITY AS TO THE ACCURACY OR CONTENT THEREOF. UNLESS A SEPARATE TITLE OPINION HAS BEEN FURNISHED TO THE GRANTEE(S), THE DRAFTSMAN ASSUMES NO LIABILITY AS TO THE STATE OF TITLE OF THIS REAL ESTATE AND THEN ONLY TO THE EXTENT AS SET FORTH IN THE TITLE OPINION. FAILURE TO PROMPTLY RECORD THIS DEED IN THE APPROPRIATE REGISTER OF DEEDS' OFFICE COULD JEOPARDIZE THE GRANTEE(S) RIGHTS IN AND TO THIS REAL ESTATE.

VIRGINIA:

and the

In the Clerk's Office of the Circuit Court for the City of Bronol. This inscrument with the certificate pracknowledgement thereto annexed is admitted to record at ______ o'clock _____ M., _____

Mabel Teste: Lamir Clerk 12/17/98 Dep. Clerk By:

202227 102000488 IN THE CLERK E OFFICE OF RECORDED 1993 (T. 1913) 1993 (T. 1913) 1994 (T. 1913) 121 R Burn 203

PAGE 1 OF 4

BOOK 853 PADE 603

THIS DEED made and entered into this the 4th day of March. 1993, by and between EMMITT P. YEARY and KATHLEEN C. YEARY, husband and wife, and EUGENE E. LOHMAN and JACKIE LOHMAN, husband and wife, parties of the first part, and TANGLEWOOD PROPERTIES, L.C., a Virginia limited liability company, party of the second part.

: WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties of the first part do hereby grant and convey to the party of the second part, with covenants of general warranty and English covenants of title, that certain tract or parcel of land lying and being partly in Washington County, Virginia, and partly in the City of Bristol, Virginia, and which property is more particularly described as follows:

BEGINNING at a point in the right of way leading from the property herein conveyed in a westerly direction to the road known as Kingsmill Pike; thence with the line of property now or formerly owned by White S 49 E 850 feat to a stake; thence S 73 30 E 166.4 feet to a stake, corner to property now or formerly owned by Carl Sauls, et al., described in decd from E. K. McNew and wife to Carl Sauls, et al., dated February 24, 1954, and recorded in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 273, page 45; thence with said Sauls' line (being the East line of a private road), N 30 24 E 432 feet to a stake; thence continuing with said road and said Sauls' line N 7 46 E 179.5 feet to a stake, N 7 34 W 261.2 feet to a stake, N 00 21 E 363.5 feet to a stake, corner to property now or formerly owned by McNow; thence with the line of the said McNew Exempt pursuant property, N 2 20 E 423 feet to a stake; thence S 65 10 W 410 feet to a stake; thence \$ 43 W 956 feet to the point of BEGINNING, containing 19.8 acres by estimation, it being understood that this is a sale by the boundary and not by the acre, and that the calls hereinabove set out are taken from the prior deeds and not surveyed on the ground and being the same property which was conveyed to Emmitt F. Yeary and Eugene B. Lohman, two of the parties

to Va. Code Section 58.1-811(10).

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of the first part, by deed dated the 26th day of November, 1976, from David C. Counts and others and which deed is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 561, page 132 and in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 194, page 440. The one-half undivided interest of Emmitt F. Yeary, one of the parties of the first part, was conveyed to Mary Lynn Tate and Emmitt F. Yeary, by deed dated the 2nd day of April, 1981, which deed is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 641, page 420, and in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 223, page 299. Mary Lynn Tate reconveyed her interest acquired by the said deed dated April 2, 1981, to Emmitt F. Yeary by deed dated the 9th day of November, 1992, which deed is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 852, page 916 and in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 301, page 80.

The parties of the first part also convey to the party of the second part all their right, title and interest in the road way and any rights-of-way leading from the property hereinabove described to Kingsmill Pike.

This conveyance is made subject to any and all existing easements, restrictions, reservations and rights-of-way which may be binding and legally enforceable on the same, and in particular to the Deed of Trust, of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 561, page 136 and in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 194, page 444, and to the Deed of Trust, of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 561, page 139 and in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 194, page 447.

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BOOK 859mbre 605

WITNESS the following signatures and seals:

(SEAL) EARY C.L (SEAL) C. YEAR KATHLEEN Unman (SEAL) E. LOHMAN ACKIE LOHMAN (SEAL)

10.00

STATE OF VIRGINIA

and the second design of the s

COUNTY OF WASHINGTON, to-wit:

The foregoing instrument and the signatures of Emmitt F. Yeary and Kathleen C. Yeary on the foregoing instrument were acknowledged and signed before me this the $11^{\frac{1}{12}}$ day of March, 1993, by Emmitt F. Yeary and Kathleen C. Yeary.

My commission expires March 31, 1997

Commin C. Mitchell Notary Public

Comin C. Mitchell Notary Public

> TESTE Arting & cause alere BY: 132 Monty 00 - Conrig Margal

STATE OF VIRGINIA

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COUNTY OF WASHINGTON, to-wit:

161.1.

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The foregoing instrument and the signatures of Eugene E. Lohman and Jackie Lohman on the foregoing instrument were acknowledged and signed before me this the 11^{2} day of March, 1993, by Eugene E. Lohman and Jackie Lohman.

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WRONAL IN THE OFFICE OF THE CLERK OF THE CIRCUT COURT OF WASHENDICH COUNTY. $\underline{ABLCA/2}$ 100.3 This doed was this may presented in add affice and with cartificate therein amount addition of the set of the set

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My commission expires March 31, 1997

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060% 734 PAGE 756

THIS DEED, made and entered into this the 3^{A0} day of Pebruary, 1987, by and between HARDAWAY SAULS and wife, CAROLYN SUE SAULS, parties of the first part, and N. M. JONES and wife, MARY E. JONES, parties of the second part;

WITNESSETH

That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties of the first part have this date bargeined and sold and do hereby grant, transfer and convey with general warranty and English covenants of title unto the parties of the second part, as tenants by the entirety with right of survivorship as at common law, a certain tract or parcel of land situate in the Wilson Magisterial District of Washington County and in the City of Bristol, Virginia the same being more particularly described as follows:

BEGINNING at an iron pin, corner to other property of the parties of the second part and on the line of the property now or formerly owned by R. L. Johnson Construction Company; thence with the line of said Johnson Construction Company, N 48° 47' 57" E 607.18 feet to an iron pin, thence N 11° 09' 03" W 165.77 feet to an iron pin; thence N 20° 28' 10" E 223.18 feet to an iron pin; thence N 09" 53' 35" E 123.02 feet to an iron pin; thence N 86° 26' 43" W 469.40 feet (and crossing the corporate line of the City of Bristol) to an iron pin; thence N 21° 51' 09" W 27.80 feet to an iron pin; thence N 52° 33' 22" E 221.49 feet to a planted stone; thence N 73° 29' 24" E 266.61 feet (re-crossing the corporate line of the City of Bristol) to an iron pin; thence N 56° 23' 15" E 327.30 feet to an iron pin; thence N 38° 33' 12" E 405.82 feet to an iron pin; thence N 24° 03' 18" E 239.11 feet (re-crossing into the City of Bristol, Virginia) to an iron pin; thence S 52° 25' 20" E 853.58 feet (again re-crossing the corporate line of the City of Bristol and returning to Washington County, Virginia) to a planted stone, said planted stone being corner to property now or formerly of Roy F. Tallman; thence with line of said Tallman the following courses and distances: (1) S 37° 30' 49" W 238.10 feet to a planted stone; (2) S 11° 46' 02" W 254.95 feet to an iron pin: (3) S 31° 04' 57" W 551.69 feet to an iron pin; (4) S 16° 32' 42" W 629.77 feet to an iron pin; (5) S 58° 10' 21" W 249.66 feet to an iron pin; (6) S 43° 55' 21" W 592.12 feet to an iron pin; and (7) S 41° 07' 46" W 115.73 feet to an iron pin, corner to other property of the parties of the second part; thence with the line of said other property of the said parties of the second part, N 32° 36' 13" W 551.39 feet to an iron pin and thence continuing with the line of said other property of the parties of the second part, N 19° 12' 56" W 361.00 feet to an iron pin, the same being the point of BEGINNING, containing 50.68 acres, more or less, and being described on a plat prepared by Gale W. Maiden, Land Surveyor, the same being dated January 5, 1987 and entitled "Showing the Property of Hardaway Sauls", the foregoing being the same property conveyed to Hardaway Sauls, one of the parties of the first part, by gift deed of Luther Sauls, Widower, the same bearing date of October 4, 1982 and of record in Deed Book 666, at Page 139, in the Circuit Court Clerk's Office for Washington County, Virginia with a certified copy of said deed to be forthwith recorded in the office of the Circuit Court Clerk for the City of Bristol, Virginia.

DON W. COOPER. P.C.

ATTORNEY AT LAW

BOOK 259PAGE 142

800x734 PAGE 767

The parties of the first part further convey unto the parties of the second part, and their heirs and assigns, all right, title and interest which the parties of the first part may have in and to the 30-foot roadway as described in the prior deeds to the parties hereinabove described together with such rights of ingress and egress as are described in that said deed dated April 4, 1955, from E. K. McNew, et ux et al, to Luther Sauls, at ux, the same being of record in the office of the Circuit Court Clerk for Washington County, Virginia in Deed Book 289, at Page 46.

TO HAVE AND TO HOLD said property, together with all improvements and appurtenances thereunto belonging, unto the parties of the second part, as tenants by the entirety with right of survivorship as at common law, and their heirs and assigns, in fee simple forever.

Taxes for the year 1987 have been prorated between the parties hereto and their payment is expressly assumed by the parties of the second part. IN WITNESS WHEREOF, the parties of the first part have executed this deed as of the day and year first above written.

Hardaway saule hardaway saule <u>Carolyn Sue Laule</u> carolyn sye sauls

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STATE OF TENNESSEE

COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this 3 day

of February, 1987, by Hardaway Sauls and wife, Carolyn Sue Sauls

Hary Public

Hy commission expires: ______89

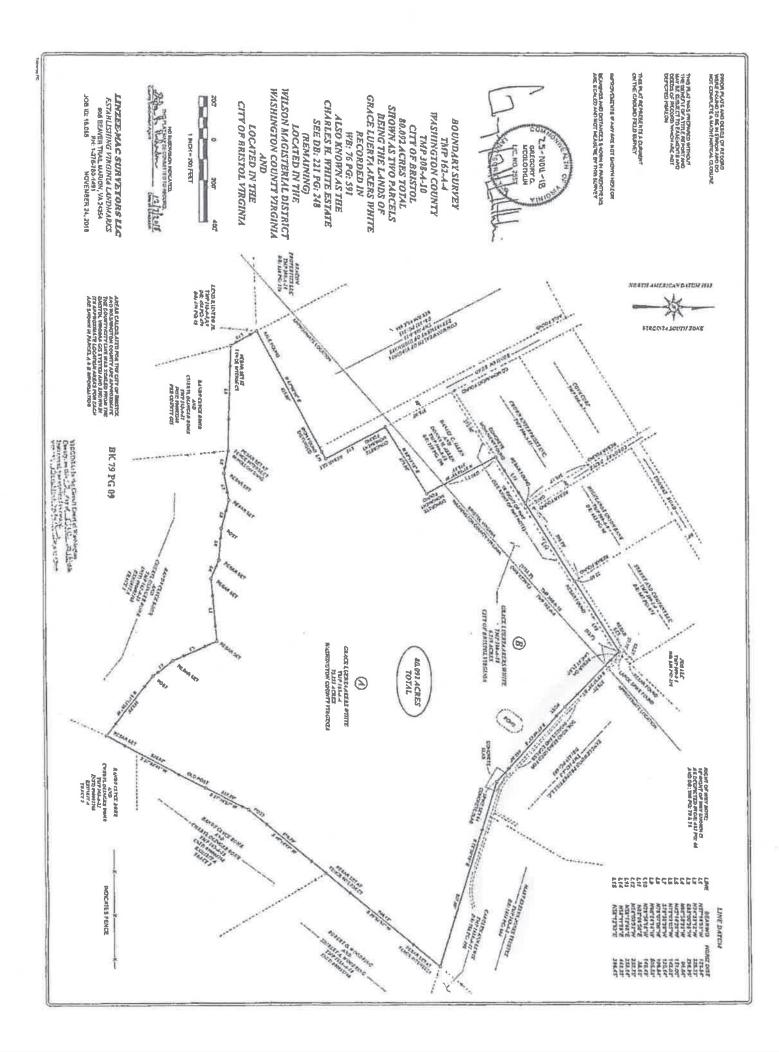
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STATE OF TENNESS				
The undersigned allunt the forgung transfer, a	beine the d	ily seen, n Ine property	thes with that the	the octual annul cribed, whichers
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PREPARED BY DON W. COOPER. P.C. ATTORNEY AT LAW ARISTOL, TENNESSEE

VIRGINIA:

In the Cler	rk's Office of the Circuit Court for the City of Bristol. This instrument with the certificate of acknowledgem	ent
thereto annex	xed is admitted to record at 9:30 o'clock H. M., Faburang 4, 1781. I hereby cert	lfy
that the tax is	imposed by Sec. 58.1 - 801 as Amended and Sec. 58.1 - 802 in the amount of \$ 1.50	-
has been paid	d in this office. Teste: DUINA V. MULK, CTEDI:	
	Vinglala: County of Washington anover Recience C. Rocle 2-4-87 Dep. Ch	erk
	to the Client's Office of the Circuit Court of the County and Stats aforesaid, the 2HD, day	4
	of	
132.2	"Taxes imposed by \$ 38-34.1 of the Fede have been paid. 3.	
	Terrer Autor B. Maatpamary Servery	



BOOK 666 PAGE 135

THIS DEED, made and entered into this 4th day of October, 1982, by and between LUTHER SAULS, Widower, first party, and HARDAWAY SAULS, second party:

<u>WITNESSETH</u>;

That for and in consideration of thelow and affection. which the party of the first part has for the party of the second 3 part, who is his son, the party of the first part 2. and does hereby grant, has given transfer and convey unto the second party, with covenants of general warranty of title and against all encumbrances, a certain tract or parcel of land with all appurtenances thereunto belonging, lying and being in the old Goodson Magisterial District of Washington County, Virginia, and described as follows:

> BEGINNING at a stake, southeast corner of tract of land conveyed to Carl Sauls and Marthan Sauls, his wife, and conveyed to Carl Sauls and Marthan Sauls, his wife, and Estil Mullins and Fern Mullins, his wife, by deed dated February 24, 1954, recorded in Deed Book _____, page ____; thence with the old Tolliver line, N 41 10 E, 117 feet; N 44 00 E, 600 feet; N 58 15 E, 253 feet; N 16 00 E, 630 feet; N 30 45 E, 556 feet; N 12 E, 250 feet; N 36 40 E, 238 feet; N 53 05 W, 866 feet to a point, Ouillen's corner; thence with the Ouillen line S 24 30 W, 235 feet; S 38 15 W, 408 feet; S 56 30 W, 334 feet; S 75 40 W, 272 feet; S 58 10 W, 215 feet to a point, Scenic Park corner; thence with its line S 14 E, 27.8 feet to a point, corner to property of McNew; thence a new line and with other to property of McNew; thence a new line and with other property of McNew; thence a new line and with other property of McNew S 84 15 E, 488.6 feet; S 9 55 W, 123 feet; S 20 28 W, 227.2 feet; S 11 09 E, 162.4 feet; S 49 W, 603.7 feet to a point, northeast corner to said tract of land conveyed to Carl Sauls, et al. by the deed here-inabove referred to; thence with said Saul line S 18 30 E 363 feet to a point; thence continuing with said line inabove referred to; thence with said Saul line S 18 30 E, 363 feet to a point; thence continuing with said line and crossing a 30-foot roadway S 32 25 E, 552 feet to the point of BEGINNING, described according to plat designated "Plat Showing Saul's tract, Washington County, Virginia, Drawn by P. Combs, April 9, 1955, Scale: 1" = 300'". This is the same property conveyed to Luther Sauls and May Sauls, his wife, by deed from E. K. McNew, et al., dated April 22, 1955, and of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book 280, mage 46. May C. Sauls died intestate October 9, 1973 289, page 46. May C. Sauls died intestate October 9, 1973

RALPH AL DILLOW, Jr. ATTORNEY AT LAN

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BOOK 666 PAGE 140

and Mary Ann Sauls Bland, Joselean Sauls Garrett and Hardaway Sauls, her children and heirs at law, conveyed their interest in and to said property to Luther Sauls by Quit-Claim Deed dated November 22, 1978, and of record in the Clerk's Office of the Circuit Court of Bristol, Virginia, in Deed Book 208, page 644 and in the Clerk's Office of the Circuit Court of Washington County, Virginia, in Deed Book ____, page ____.

The first party also conveys unto the second party, his heirs and assigns, with covenants of special warranty of title, the right to use the 30-foot roadway and the right of ingress and egress referred to in said deed dated April 22, 1955 from E. K. McNew, et al. to Luther Sauls and May Sauls, his wife.

TO HAVE AND TO HOLD said property, together with all improvements thereon and appurtenances thereunto in any wise belonging, unto said second party, his lawful heirs and assigns, in fee simple forever.

WITNESS the signature and seal of the first party this the day and year first above written.

Buthen Soulo (SEAL)

STATE OF VIRGINIA CITY OF BRISTOL

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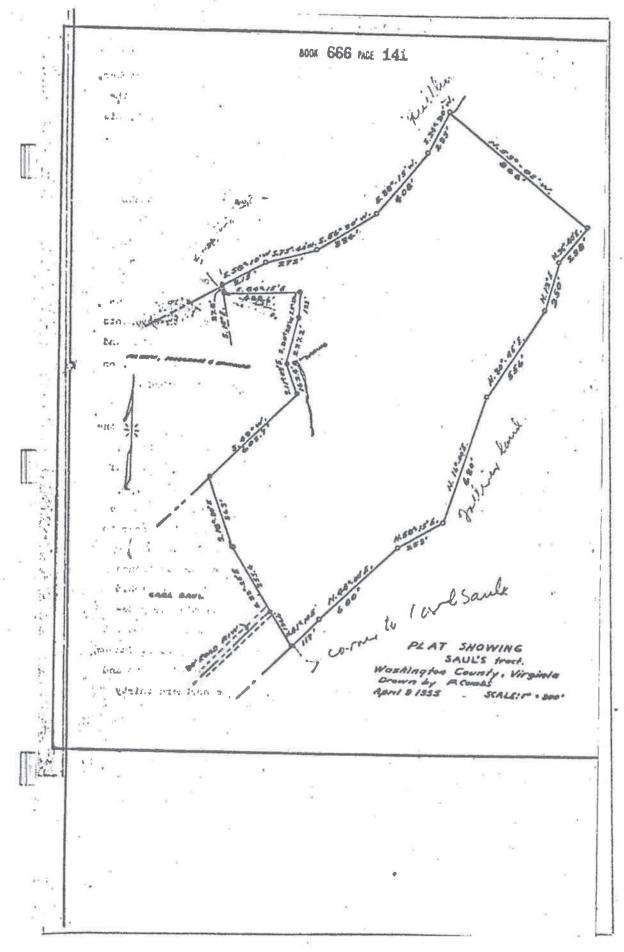
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RALPH AL DILLOW, SH

ATTORNEY AT LAW BRISTOL, VIRGINIA The foregoing instrument was acknowledged before me on this <u>6.44</u> day of October, 1982, by Luther Sauls.

My commission expires: August 27, 1983

And Inse St. Alteret Commissioned as Gerbara My Slether



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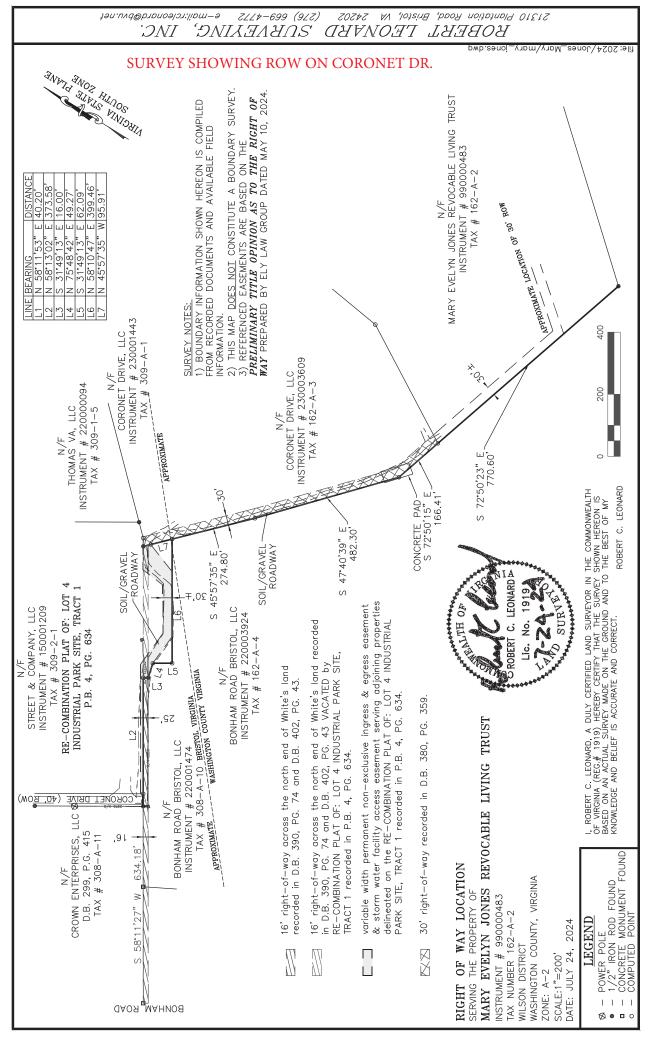
THIS DEED, made and entered into this the 22nd day of April, 1955, by and between E. K. MoNEW and IDA F. McNEW, his wife, G. E. MUSCROVE and EEUNA F. MUSGROVE, his wife, and C. H. DRINKAKD and EULA H. DRINKAKD, his wife, first parties, and LUTHER SAULS and MAY SAULS, his wife, second parties,

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other valuable considerations, receipt of all of which is hereby acknowledged, the first parties have bargained and sold and do hereby grant, bargain, sell, transfer and convey unto the second parties, with covenants of general warranty of title and against all encumbrances, a certain tract or parcel of land with all appurtenances thereunto belonging, lying and being in Goodson Magisterial District of Washington County, Virginis and described as follows:

Mirginis and described as follows: BEGINELKG at a stake, southeast corner of tract of land conveyed to Carl Sauls and Marthan Sauls, his wife, and Estil Mullins and Farn Mullins, his wife, by deed dated February 2L, 1954, recorded in Deed Ecok Tolliver line, N 41 10 E, 117 feet; N 44 00 E, 600 feet; N 56 15 E, 253 feet; N 16 00 E, 630 feet; N 30 45 E, 556 feet; N 12 E, 250 feet; N 30 45 E, 556 feet; N 12 E, 250 feet; S 36 15 W, 408 feet; S 56 30 W, 34 feet; S 38 15 W, 408 feet; S 56 30 W, 34 feet; S 38 15 W, 408 feet; S 56 30 W, 34 feet; S 38 15 W, 408 feet; S 56 30 W, 34 feet; S 36 15 W, 408 feet; S 56 30 W, 34 feet; S 36 15 W, 408 feet; S 56 10 W, 15 feet to a point, Scenic Park corner; thence with its line S 14 E, 27.8 feet to a point, corner to other property of the first parties; thence a new line and with other property belonging to the first parties S 64 15 E, 488.6 feet; S 9 55 W, 123 feet; S 20 28 W, 227.2 feet; S 11 09 E, 162.4 feet; S 149 W, 603.7 feet to a point, northeast corner to said tract of land convered to Carl Sauls et al by the deed hereinahove referred to; thence with said Saul line S 18 30 E, 363 feet to a point; hence continuing with said line and crossing a 30-foot roadway S 32 25 E, 552 feet to the point of BEEINNING, described according to

second of second PODK 289 PAGE 47 plat designated "Plat Showing Saul's tract, Washington County, Virginia, Drawn by P. Combs, April 9, 1955, Scale: 1" = 300'", copy of which is attached hereto, and being a portion of the property conveyed to E. K. McNew, G. E. Musgrove and C. H. Drinkard by deed of John Harley and wife, dated Fabruary 20, 1952, recorded in Deed Book 259, page 1, in the Clerk's office of the Circuit Court of Washington County, Vir-ginia. ginia. The first parties also convey unto the second parties, their heirs and assigns, with covenants of special warranty of title, the right to use the 30-foot roadway described in said deed of February 24, 1954 from the first parties to Carl Sauls * et al, and the right of ingress and egress over a strip of land from the Kings Mill Road to the said Carl Saul's property, said right having been conveyed to said E. K. McNew et al by said deed of John Harley and wife dated February 20, 1952. The second parties assume and agree to pay taxes for the year 1955. WITNESS the following signatures and seals. E F. 711 - 11 - EW (BEAL) Ida J. MChuw (SEAL) H C. Murgherl (SEAL) F. Thing : ore (SEAL) (SEAL) 1101 UU (SEAL)



mary_jones.dwg Model 8/5/2024 21:43:19 1 : 200

Georgia St. Letter



November 2, 2004

Mrs. Mary Jones 256 S. Hampton Dr. Bristol, Tennessee 37620

Dear Mrs. Jones:

As we discussed when you were here on October 25, we asked our consultant engineer to portray an easement to and across the proposed tank site, providing access to the remainder of your property from a public street. As we also discussed, the engineer designated a row of trees to screen view of the tower from the remainder of your property. You will find enclosed a copy of the plat prepared by the engineer.

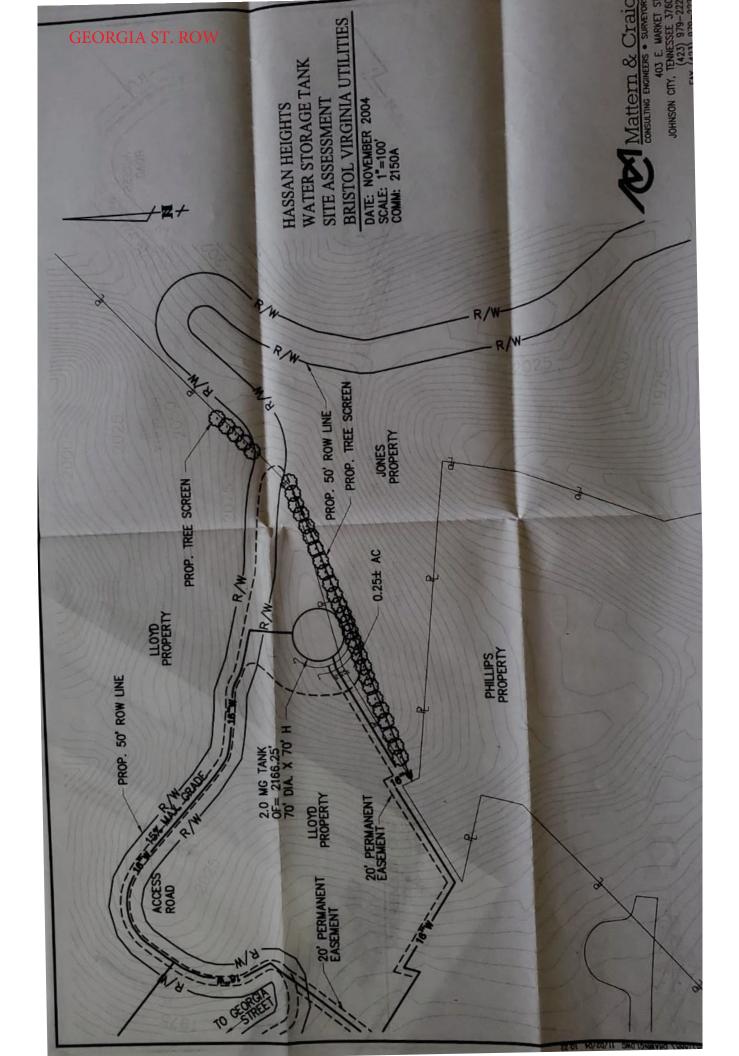
As we previously explained, the easement to be conveyed to you would be over a rough construction road from a public street to your property line. A road which you, or someone you sell to, could build on your property is portrayed on the attachment. It shows a switchback located a couple of hundred feet northeast of the property line. A less steep road could be laid out, continuing farther north, along the ridge, switching back onto another ridge across the hollow from the tank site.

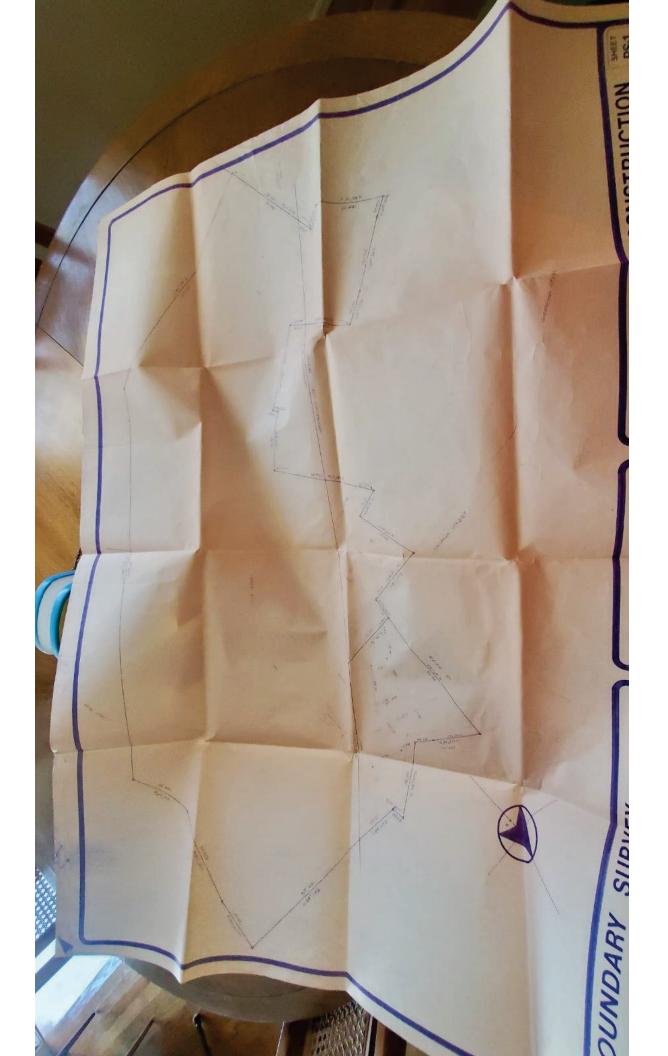
After you have had an opportunity to further consider this, I would appreciate it if you would contact Wes Rosenbalm or me.

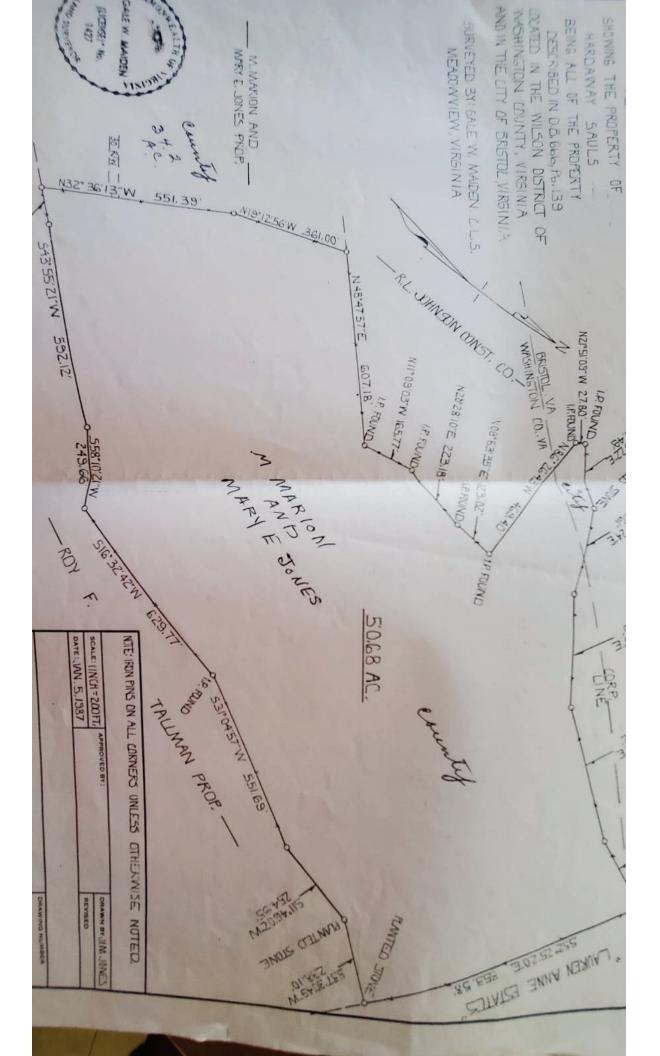
With best regards to you and Marion, I remain,

Sincerely,

Cc: Wes Rosenbalm







EPA LETTER



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY **REGION III** 1650 Arch Street Philadelphia, Pennsylvania 19103-2029

January 11, 2022

Mr. Randy Jones Jones Mary E. Revocable Living Trust One Liberty PL Bristol, Virginia 24201 Dear Mr. Jones:

Thank you for allowing the U.S. Environmental Protection Agency (EPA) to sample parcel 162-A-2 on October 14, 2021 The Device of October 14, 2021. This sampling was part of EPA's site inspection for the Bristol National Fireworks. Site, which includes a World War II ammunition plant that was located in an area that is now a portion eastern Bristol, Virginia and surrounding areas of Washington County, Virginia.

The EPA sampled surface soil, subsurface soil, and sediment on your property. Surface soil was analyzed for semivolatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), aroclors, metals and mercury, hexavalent chromium, and nitroaromatics/nitramines (explosives). Subsurface soil and sediment samples were analyzed for volatile organic compounds (VOCs), SVOCs, PAHs, aroclors, metals and mercury, hexavalent chromium, and nitroaromatics/nitramines. Soil results were compared to EPA residential and industrial Regional Screening Levels (RSLs) using a Target Hazard Quotient (THQ) of 0.1, and a calculated three times background benchmark derived from multiple samples collected throughout the city of Bristol. Sediment results were compared to 10 times the EPA residential RSLs using a THQ of 0.1, EPA Biological Technical Assistance Group (BTAG) benchmarks, and a three times background benchmark.

The selection of the above comparison benchmarks were determined based on criteria necessary to score the Bristol National Fireworks Site under the EPA's Hazard Ranking System (HRS). The HRS is the principal mechanism that the EPA uses to place uncontrolled waste sites on the National Priorities List

Please see the attached sampling location map (Attachment A) depicting where each sample was Please see the attached sampling of the summarizing the analyses. Lab Reports are provided in Attachment C.

If you have other questions regarding these sample results or our investigation, please contact me by If you have omer quest, or by email at <u>oloughlin.connor@epa.gov</u>

Sincerely,

Connor O'Laughlin (3SD12) Site Assessment Manager Site Assessment/Non-NPL Federal Facilities Branch