

WILLIS DISTRICT

00000000009204

HAY LOYAL ET AL
~~BOX 401~~ *Rt. 1*
 HAYSI VA

Bk 285

24256

DATE
RECORDED

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*COCK
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CLASS

6

ZONING

DISTRICT

05

LEGAL DESCRIPTION

POUND RIVER
122.91 AC

1992

1993

1994

43,500

1995

43,500

1996

1997

1998

43,500

1999

2000

2001

2002

2003

43,500

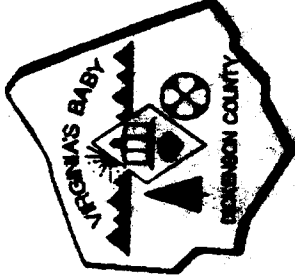
43,500

43,500

NOTES: Abated 1982-1996 taxes. 8-26-97. See
 attached agreement. (Per Bonnie Robbins)

Dwelling		Comp. Sh.	Wood Siding	Yr. Built	Remod.	Bent. [] 2nd []	Plaster	BATHS Full 1/2 Bath []	
		State	Brick	No. Stories		1st [] 3rd []	Sheet rock	Modern Bath [] Modern Kitchen []	
		Asbestos	Asb. Wood Shg.	S. Level [] S. Foyer []	Total No. Bedrooms		Ceotled	Cent. Heat A/C	
		Metal	Cin. Block [] Stone []				Panel	Flr. or Wall Furnace [] Stove(s) []	
Wood Frame		Tar & Grav.	Stucco [] Con. Block []	Crawl [] Conc. []	MW [] Pile [] Cap. [] Tile []	Unfinished			
Cin. Block		Tile	Aluminum [] Masonite []	Fiers [] Cin. Blk. []				Number	
Steel Frame		Shakes	Storm Doors [] Storm Win. []	Slab [] Brick []	Disappearing Stairs	Gr. [] Fair [] Poor [] VP []		Number Chimneys	
				Basement Size	Attic Floor & Stairs			Brick [] C. Block []	
				Basmt. Finish	1/4 [] 1/2 [] 3/4 [] Full []	Attic [] Walls [] Fl. []		Stone [] Metal []	
				Gr. [] Fair [] Poor [] VP []				YR. 1994 YR. YR.	
Dwelling									
Porch									
Porch									
Carport									
Garage									
Cent. A/C									
Basement									
Basmt. Finish									
Attic									
Fireplace(s)									
Heating									
Bath(s)									
Total									
Factor									
Replacement									
M & L									
M & L									
Market Value All Improvements									
Owner									
Market Value All Land 43500									
Make									
Year									
Size									
Cond.									
Not Home [] Time									
Agricult.									
Hort.									
Forest									
Open Space									
Totals									
Land Cost									
\$									
Bldg. Cost									
\$									
Sale Price									
\$									
Rent									
\$									
Expenses									
\$									
Net Rent									
\$									
BOARD REVIEW NOTES									
CLASSIFICATION ACRES RATE ADJ.									
CLASSIFICATION ACRES RATE ADJ.									
Home Site									
Home Site									
Public Water Paved 13208									
Public Sewer Gravel 3300									
Well Dirt									
Spring No Road									
Septic System Curb & Gutter									
U. G. Utilities Sidewalk 43500									
General Remarks: Mountain Land - mostly									
LEVEL [] SLOPES UP [] SLOPES DOWN []									
LOW [] STEEP UP [] STEEP DOWN []									

EMMA E. O'QUINN
County Administrator
Telephone: 540/826-1676
Fax: 540/826-1649



SCOTTY R. ROSE, Chairman
Willis District

ROGER L. ROSE, Vice-Chairman
Sandlick District

SCOTT MOORE
Ervinson District

CHARLES KRUM
Clintwood District

RONALD J. BAKER
Kennedy District

Dickenson County Board of Supervisors

P. O. Box 1088
CLINTWOOD, VIRGINIA 24228

August 26, 1997

Ronnie Robbins
Dickenson County Commissioner of Revenue
P. O. Box 1067
Clintwood VA 24228

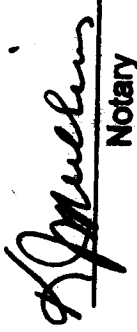
Dear Mr. Robbins

An agreement was made between the Dickenson County Board of Supervisors and a Dickenson County resident concerning the property located on Pound River for the Twis Water Project. Please abate the delinquent taxes owed from 1982 to 1988 on the tracts of land that is identified in your office by Card Numbers 08204; 09215 and 08778.

Thank you for your cooperation.

Sincerely

Scotty Rose
Chairman, Dickenson County Board of Supervisors

 exp 4/30/2001
Notary

(SEAL)

8/28/97
Date

were identified in the motion convening the executive session were heard, discussed or considered by the Board of Supervisors.

After a general discussion by the Board, upon motion of Scotty Rose second by Ronald J. Baker, and by unanimous voice vote of this Board, this Board does hereby certify that only items identified in the motion convening the executive session were discussed. Members were polled by Chairman Roger Rose:

Charles Krum	-	Aye
Ronald J. Baker	-	Aye
Scotty Rose	-	Aye
Scott Moore	-	Aye
Roger Rose	-	Aye

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IN RE: LIVESTOCK CLAIMS

After a general discussion by the Board, upon motion of Scott Moore second by Scotty Rose, and by unanimous voice vote of this Board, this Board does hereby instruct the County Administrator to reimburse county residences, in the amount of \$210.00, for damage to goat herds caused by free roaming dogs.

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IN RE: TIVIS WATER PROJECT

After a general discussion by the Board, upon motion of Scotty Rose second by Charles Krum, and by unanimous voice vote of this Board, this Board does hereby authorize the Chairman of the Dickenson County Board of Supervisors to negotiate with landowners for acquisition of property needed for the Tivis water project.

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IN RE: ADJOURN

After a general discussion by the Board, upon motion of Scotty Rose second by Scott Moore, and by unanimous voice vote of this Board, this Board does hereby agree to adjourn until the January regular monthly meeting to be held on January 28, 1997 at 6:00 P.M. (public hearing will begin at 3:45 P.M.).

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Scotty R. Rose
SCOTTY ROSE, CHAIRMAN

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of August, 1997, by and between the DICKENSON COUNTY BOARD OF SUPERVISORS, an instrumentality of the Commonwealth of Virginia, party of the first party (hereinafter referred to as "Purchaser"), and LOYALL HAY, SOPHIE HAY, and CARL HAY, parties of the second part, (hereinafter referred to as "Sellers");

WHEREAS, the Dickenson County Public Service Authority is constructing a water project in the Tivis community in Dickenson County;

WHEREAS, in order to construct the water project the Dickenson County Public Service Authority needs to acquire real estate and easements for the project;

WHEREAS, the Tivis waterline and storage tank are by necessity required to be located on the property of Loyall Hay, Sophie Hay and Carl Hay;

WHEREAS, by duly adopted resolution the Dickenson County Board of Supervisors has authorized Scotty Rose, Chairman of the Dickenson County Board of Supervisors, to purchase the needed real estate for the Tivis project as well as negotiate easements necessary for the project;

WHEREAS, Loyall Hay, Sophie Hay and Carl Hay are the owners of a particular tract of real estate described in Deed Book 129; Page 264 in the Dickenson County Circuit Court Clerk's Office;

WHEREAS, Loyall Hay, Sophie Hay and Carl Hay owe the County of Dickenson the amount of TEN THOUSAND FOUR HUNDRED ONE DOLLAR AND THIRTY-SEVEN

(\$10,401.37) CENTS in delinquent real estate taxes, penalties and interest for the tax years 1982 -1996;

WHEREAS, the Dickenson County Board of Supervisors has agreed to purchase a 0.8024 acre tract and easements as described in a Deed of Conveyance from Loyall Hay, Sophie Hay and Carl Hay in consideration for the Dickenson County Board of Supervisors's satisfaction of delinquent real estate taxes and penalties for the tax years of 1982 - 1996;

WHEREAS, the Dickenson County Board of Supervisors has agreed to mark all delinquent real estate taxes for the years of 1982 -1996 owed by Loyall Hay, Sophie Hay and Carl Hay as paid in full in return for their conveyance of a 0.8024 acre tract and easements necessary to construct the Tivis Water Project.

Now Therefore

W I T N E S S E T H:

WHEREAS, Sellers own a certain tract of real estate described in Deed Book No. 129, Page 264, in the Clerk's Office of Dickenson County, Virginia. The Purchasers desire to purchase a certain parcel of said tract that is further described as follows:

TRACT NO. 1

BEGINNING at an iron pin set on a hillside; thence through the lands of Carl Hay nine (9) lines N 89 degrees 23' 27" W 109.42 feet to an iron pin set; thence N 53 degrees 11' 43" W 130.11 feet to an iron pin set; thence N 05 degrees 29' 11" E 73.05 feet to an iron pin set; thence N 43 degrees 13' 28" E 52.69 feet to an iron pin set; thence S 84 degrees 16' 07" E 139.80 feet to an iron pin set; thence S 37 degrees 50' 12" E 53.98 feet to an iron pin set; thence S 06 degrees 35' 07" E 60.90 feet to an iron pin set; thence S 20 degrees 37' 40" E 62.78 feet to an iron pin set (reference 12" and 24" double chestnut oak snag found, a corner to Carl and Lowell Hay S 77 degrees 18' 54" E, 1217.72'); thence S 68 degrees 12' 31" W 34.47 feet to the BEGINNING

containing 0.8024 acres as shown on the attached plat entitled "DICKENSON COUNTY BOARD OF SUPERVISORS" as prepared by Kendrick Engineering and Surveying Company and being a part of the same property conveyed to Carl and Lowell Hay by deed recorded in Deed Book 129 at Page 264.

The parties of the second part also grant an convey unto the party of the first part a twenty (20) foot right-of-way, complete with the right to make required cuts and fills and the right to install, maintain and repair water lines, along the existing road from Route 611 to the tank site.

The parties of the second part also agree to grant and convey a power line easement to Appalachian Power Company (American Electric Power) from the current Appalachian Power Company facilities to the location of the tank site.

WHEREAS, the Sellers desire to sell the above described premises to the Purchasers, and the Purchasers desire to purchase the above described premises from the Sellers.

NOW, THEREFORE, 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 by the parties of the second part, the premises and mutual covenants hereinafter set forth, the parties hereby agree as follows:

SALE OF PREMISES

Sellers agree to sell, convey, transfer, assign and deliver to the Purchasers, and the Purchasers agree to purchase and accept the conveyance, sale, transfer and delivery from the Sellers the above-described real property.

WARRANTY OF TITLE

At closing Sellers shall deliver to Purchasers a deed of General Warranty with English covenants of Title conveying a good, marketable and insurable fee simple title to Purchasers, free of all liens, encumbrances, and defects, and subject only to such restrictions, covenants

and easements as shall now be of record, or render the title unmarketable. If a defect is found which is of such character that it can be remedied by legal action within 60 days, Sellers shall, at Sellers' expense, promptly take such action as is necessary to cure the defect.

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant that:

- (1) Sellers are the sole owners of the real property and have full power and authority to enter into this Agreement.
- (2) The execution, delivery and performance of this Agreement, do not and will not breach or result in the breach or default of any agreement, deed of trust, mortgage, lease, contract or other instrument to which Sellers are bound, and further, that no lien, encumbrance or charge against any of the property with the exception of those expressly set forth in this Agreement, will arise as a result of the execution, delivery and performance of this Agreement.
- (3) The execution, delivery and performance of this Agreement will not result in any violation of any federal, state or local statute, ordinance or regulation.

EXECUTION OF DOCUMENTS

The parties hereto agree to execute and deliver any instrument or document required to carry out the provisions of this agreement.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Virginia.

SEVERABILITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

MISCELLANEOUS

This Agreement represents the full understanding between the Purchasers and the Sellers. There are no written or oral agreements between the parties other than those contained herein.

WITNESS the following signature(s) and seal(s):



CHAIRMAN.

DICKENSON COUNTY BOARD OF SUPERVISORS

Attested to:



ADMINISTRATOR.

DICKENSON COUNTY BOARD OF SUPERVISORS



LOYALTY HAY

Sophie Hay
SOPHIE HAY

Carl Hay
CARL HAY

STATE OF VIRGINIA
COUNTY OF Dickenson, to-wit:

The foregoing instrument was subscribed and sworn to before me this the 26 day of August, 1997, by Leaffy Rose, Chairman, Dickenson County Board of Supervisors.

My commission expires: 30 April 2001.

K. J. McEllen (SEAL)
NOTARY PUBLIC

STATE OF VIRGINIA
COUNTY OF Dickenson, to-wit:

The foregoing instrument was subscribed and sworn to before me this the 26 day of August, 1997, by Emma Owens, Administrator, Dickenson County Board of Supervisors.

My commission expires: 30 April 2001.

K. J. McEllen (SEAL)
NOTARY PUBLIC

STATE OF VIRGINIA
COUNTY OF Dickenson, to-wit:

The foregoing instrument was subscribed and sworn to before me this the 26 day of

May, 1997, by LOYALL HAY, seller.

My commission expires: 30 April 2001.

K. J. Mueller (SEAL)
NOTARY PUBLIC

STATE OF VIRGINIA
COUNTY OF DICKENSON, to-wit:

The foregoing instrument was subscribed and sworn to before me this the 26 day of

May, 1997, by SOPHIE HAY, seller.

My commission expires: April 30 2001.

K. J. Mueller (SEAL)
NOTARY PUBLIC

STATE OF VIRGINIA
COUNTY OF DICKENSON, to-wit:

The foregoing instrument was subscribed and sworn to before me this the 26 day of

May, 1997, by CARL HAY, seller.

My commission expires: 30 April 2001.

K. J. Mueller (SEAL)
NOTARY PUBLIC