

HAY LOYALL & SOPHIA  
~~DBX 401~~ Rhi Bk 285  
 HAYSI VA

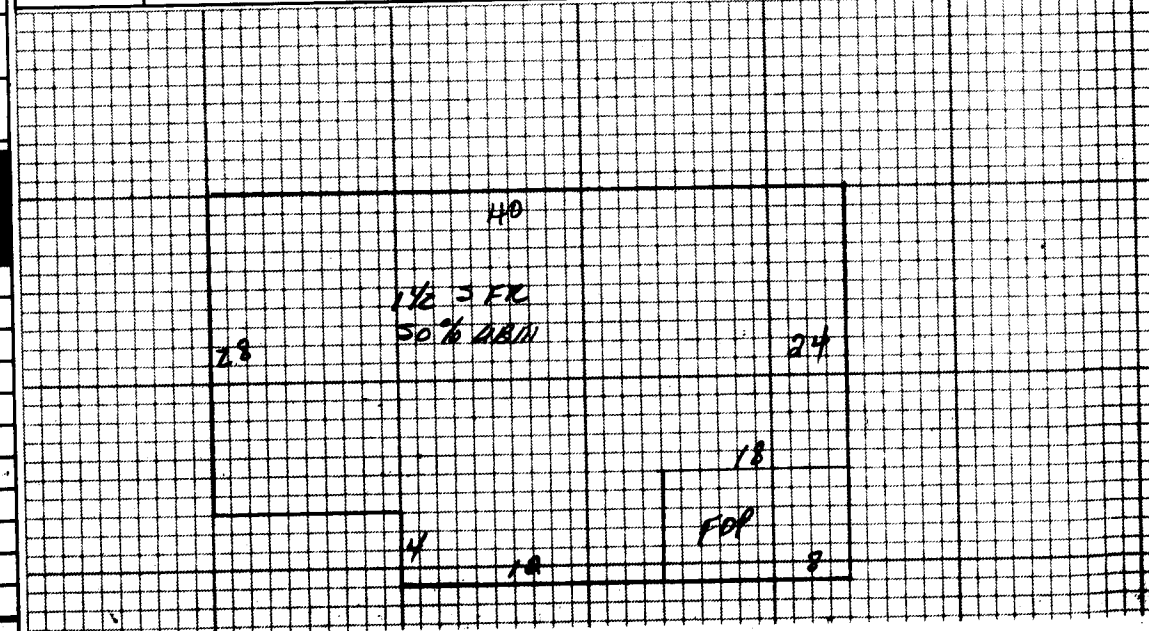
24256

CLASS 5  
 ZONING  
 DISTRICT 05

LEGAL DESCRIPTION  
 SKEETROCK  
 22.12AC

DATE RECORDED	
DEED OR WILL BOOK	DB
CONSIDERATION	
DATE RECORDED	
DEED OR WILL BOOK	
CONSIDERATION	
DATE RECORDED	
DEED OR WILL BOOK	
CONSIDERATION	
DATE RECORDED	
DEED OR WILL BOOK	
CONSIDERATION	
DATE RECORDED	
DEED OR WILL BOOK	
CONSIDERATION	

1992			
1993			
1994	11,900	24,900	36,800
1995	11,900	24,900	36,800
1996			
1997			
1998	11,900	24,900	36,800
1999			
2000			
2001			
2002			
2003			



NOTES: Abated 1986-1996 taxes 8-26-97. See attached agreement (Per Yonnie Robbins)

Dwelling	<input checked="" type="checkbox"/>	Comp. Sh.	<input checked="" type="checkbox"/>	Wood Siding		Yr. Built 50	Remod.		Bemt. [ ] 2nd [ ]		Plaster		BATH(S) Full [ ] 1/2 Bath(s) [ ]
		State		Brick		No. Stories 1 1/2		1st [ ] 3rd [ ]		Sheet rock	<input checked="" type="checkbox"/>	Modern Bath <input type="checkbox"/> Modern Kitchen <input type="checkbox"/>	
		Asbestos		Asb. Wood Shg.		B. Level <input type="checkbox"/> S. Floor <input type="checkbox"/>		Total No. Bedrooms		Ceciled		Cent. Heat gas	A/C
		Metal		Cin. Block <input type="checkbox"/> Stone <input type="checkbox"/>						Panel	<input checked="" type="checkbox"/>	Fr. or Wall Furnace <input type="checkbox"/> Stoves <input type="checkbox"/>	
Wood Frame	<input checked="" type="checkbox"/>	Tar & Grav.		Stucco <input type="checkbox"/> Con. Block <input type="checkbox"/>		Crawl <input type="checkbox"/> Conc. <input type="checkbox"/>		MW <input type="checkbox"/> Piss <input type="checkbox"/> Comp. <input type="checkbox"/> Tile <input type="checkbox"/>		Unfinished			
Cin. Block		Tile		Aluminum <input checked="" type="checkbox"/> Masonite <input type="checkbox"/>		Riers <input type="checkbox"/> Cin. Blk <input checked="" type="checkbox"/>						Number NO	
Steel Frame		Shakes		Storm Doors <input type="checkbox"/> Storm Win. <input type="checkbox"/>		Slab <input type="checkbox"/> Brick <input type="checkbox"/>		Disappearing Stairs		Gd. <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> VP <input type="checkbox"/>		Number Chimneys	

1/2 SFR 1644 28 46032

Basement Size 50%	Attic Floor & Stairs		Brick [ ] C. Block [ ]
Basmt. Finish	% <input type="checkbox"/> % <input type="checkbox"/> % <input type="checkbox"/> Full <input type="checkbox"/>	Attic <input type="checkbox"/> Walls <input type="checkbox"/> Fl. <input type="checkbox"/>	Stone [ ] Metal [ ]

YR. 1994 YR. YR.

Dwelling	D	44149	40%	24292
Porch	144 8	1152		
Porch			FV	600
Carport				
Garage				
Cent. A/C				

1 SFR UST  
1 SFR UST  
FCP

Basement	548 6.5	3562	M & L	M & L	Market Value All Improvements	24900
Bemt. Finish			DATE	DATE	Market Value All Land	11900
Attic			APRP JH	APRP.		36800
Fireplace(s)			DATE 2/10/94	DATE	Owner	
Heating			CLASSIFICATION 5	ZONING	Make	
Bath(s)					Year	
Total	50746				Size	
Factor	.87				Cond.	
Replacement	44149				Not Home <input type="checkbox"/> Time	

Land Cost	\$
Bldg. Cost	\$
Sale Price	\$
Rent	\$
Expenses	\$
Net Rent	\$

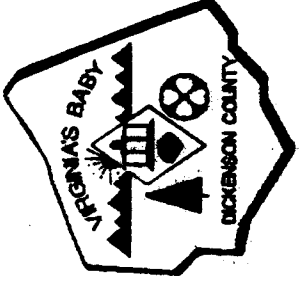
CLASSIFICATION	ACRES	RATE	ADJ.	CLASSIFICATION	ACRES	RATE	ADJ.
Home Site	1			Home Site		3500	
Public Water	Paved	21.2	400			8400	
Public Sewer	Gravel						
Well	Dirt						
Spring	No Road						
Septic System	Curb & Gutter			Wasteland			
U. S. Utilities	Sidewalk	22.2		Wasteland		11900	

General Remarks:

LEVEL  SLOPES UP  SLOPES DOWN   
 LOW  STEEP UP  STEEP DOWN

BOARD REVIEW NOTES

EMMA E. O'QUINN  
County Administrator  
Telephone: 540/926-1676  
Fax: 540/928-1649



SCOTTY R. ROSE, Chairman  
Willis District  
ROGER L. ROSE, Vice-Chairman  
Sandlick District

SCOTT MOORE  
Ervinton District

CHARLES KRUM  
Clintwood District

RONALD J. BAKER  
Kennedy District

## Dickenson County Board of Supervisors

P. O. Box 1098  
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 Tivis 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, 08215 and 08778.

Thank you for your cooperation.

Sincerely

Scotty Rose  
Chairman, Dickenson County Board of Supervisors

Notary

EXP 4/30/2001

(SEAL)

8/28/97  
Date

BOOK 20 PAGE 300

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 5:45 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 55.98 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  
  
LOYALL 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 Steffy Rose, Chairman, Dickenson County Board of Supervisors.

My commission expires: 30 April 2001.

H. J. Mullins  
NOTARY PUBLIC (SEAL)

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 O'Brien, Administrator, Dickenson County Board of Supervisors.

My commission expires: 30 April 2001.

H. J. Mullins  
NOTARY PUBLIC (SEAL)

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

[Signature]  
NOTARY PUBLIC (SEAL)

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

[Signature]  
NOTARY PUBLIC (SEAL)

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

[Signature]  
NOTARY PUBLIC (SEAL)