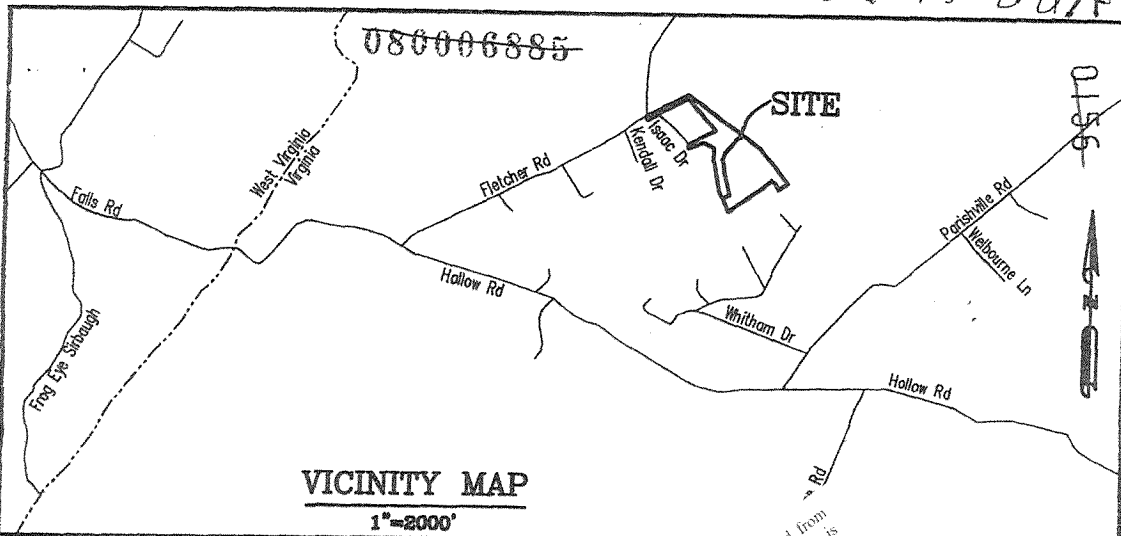


26-A-22A



080006885

**APPROVED BY**

*[Signature]*  
 \_\_\_\_\_  
 FREDERICK COUNTY HEALTH DEPARTMENT

*[Signature]*  
 \_\_\_\_\_  
 FREDERICK COUNTY SUBDIVISION ADMINISTRATOR

NOTICE: This document was obtained from 3rd parties &/or government agencies & is deemed reliable but is not guaranteed by the Broker/Agent. Users of this info must use their own due diligence to independently verify accuracy of it's contents.

05/20/08  
 \_\_\_\_\_  
 DATE

6 Jun 08  
 \_\_\_\_\_  
 DATE

**OWNER'S CONSENT**

THE ABOVE AND FOREGOING MINOR RURAL OF THE LAND OF THE PROPERTY OF HENRY F. HARNER & FRANCES E. HARNER AS APPEARS IN THE ACCOMPANYING PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES, IF ANY.

*[Signature]* 1-16-08  
 \_\_\_\_\_  
 HENRY F. HARNER DATE

*[Signature]* 5/16/08  
 \_\_\_\_\_  
 FRANCES E. HARNER DATE

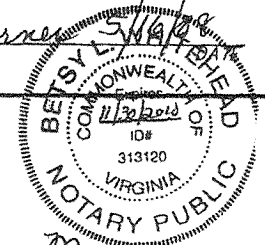
**NOTARY PUBLIC**

STATE OF Virginia  
 CITY/COUNTY OF Winchester

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF May 2008.

*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC

MY COMMISSION EXPIRES 11/30/2010



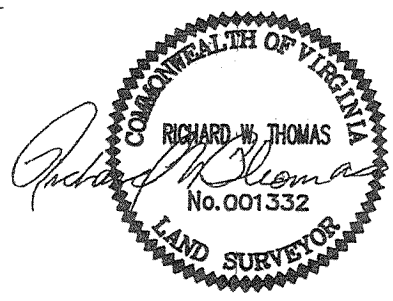
**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS SUBDIVISION IS THE SAME LAND CONVEYED TO HENRY F. HARNER & FRANCES E. HARNER BY DEEDS DATED AUGUST 21, 1987 AND JUNE 2, 1990 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FREDERICK COUNTY, VIRGINIA IN DEED BOOK 658 AT PAGE 815 AND DEED BOOK 746 AT PAGE 127, RESPECTIVELY.

*[Signature]* 5-9-08  
 \_\_\_\_\_  
 RICHARD W. THOMAS DATE

FINAL PLAT FOR  
 MINOR RURAL SUBDIVISION  
 OF THE PROPERTY OF  
**HENRY F. HARNER &  
 FRANCES E. HARNER**

DEED BOOK 658 PAGE 815  
 DEED BOOK 746 PAGE 127  
 GAINESBORO MAGISTERIAL DISTRICT  
 FREDERICK COUNTY, VIRGINIA  
 DATE: AUGUST 24, 2007



**RICHARD W. THOMAS, L.S.**  
 7 Woodlawn Avenue  
 Front Royal, VA 22630  
 Telephone (540) 635-3391

0158

0050

VIRGINIA: FREDERICK COUNTY.SCT.

This instrument of writing was produced to me on

6-6-08

at

11:13 AM

and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

*Rebecca P. Hogan*, Clerk

VIRGINIA: FREDERICK COUNTY.SCT.

This instrument of writing was produced to me on

9-25-08

at

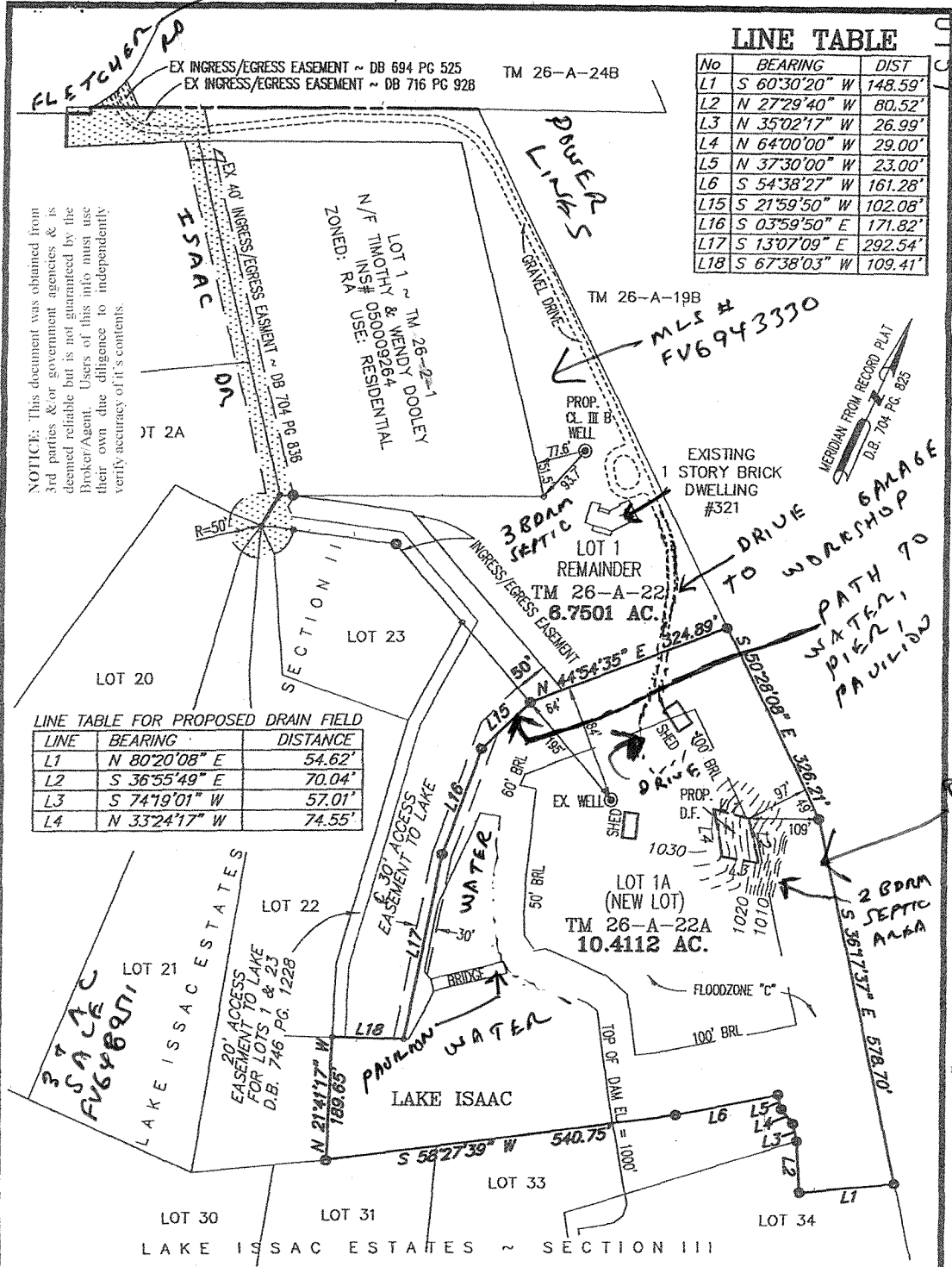
10:02 AM

and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

*Rebecca P. Hogan*, Clerk

TO RT 50



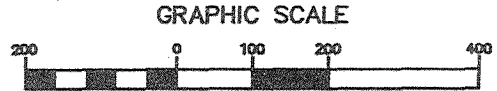
**LINE TABLE**

No	BEARING	DIST
L1	S 60°30'20" W	148.59'
L2	N 27°29'40" W	80.52'
L3	N 35°02'17" W	26.99'
L4	N 64°00'00" W	29.00'
L5	N 37°30'00" W	23.00'
L6	S 54°38'27" W	161.28'
L15	S 21°59'50" W	102.08'
L16	S 03°59'50" E	171.82'
L17	S 13°07'09" E	292.54'
L18	S 67°38'03" W	109.41'

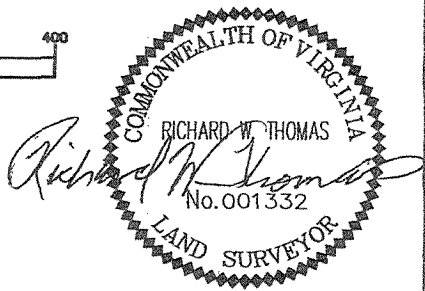
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**LINE TABLE FOR PROPOSED DRAIN FIELD**

LINE	BEARING	DISTANCE
L1	N 80°20'08" E	54.62'
L2	S 36°55'49" E	70.04'
L3	S 74°19'01" W	57.01'
L4	N 33°24'17" W	74.55'



PLAT SHOWING  
 DRAINFIELD & WELL LOCATION  
 NEW LOT 1A  
 OF THE PROPERTY OF  
**HENRY F. HARNER &  
 FRANCES E. HARNER**  
 DEED BOOK 658 PAGE 815  
 DEED BOOK 746 PAGE 127  
 GAINESBORO MAGISTERIAL DISTRICT  
 FREDERICK COUNTY, VIRGINIA  
 DATE: SEPTEMBER 5, 2007 SCALE: 1"=200'  
 REVISED APRIL 25, 2008 TO SHOW ADDITION OF  
 A CL. III B WELL ON LOT 1



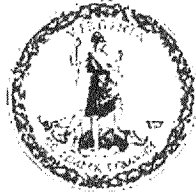
**RICHARD W. THOMAS, L.S.**  
 7 Woodlawn Avenue  
 Front Royal, VA 22630  
 Telephone (540) 635-3391

MLS # FV6943302  
 LAND & GARAGE WORKSHOP BRIDGE

MLS # FV6943330

080011159

5400



**COMMONWEALTH OF VIRGINIA  
VIRGINIA DEPARTMENT OF HEALTH**

Frederick County Health Department  
107 N. Kent St.  
Winchester, VA 22601  
(540) 722-3480  
September 17, 2008

**AOSE Certification Letter**

SEPTIC  
LETTER FOR  
10.4 AC  
~~NOT~~ 6 AC  
HOUSE

Henry Harner  
321 Fletcher Rd  
Gore, Virginia 22637

Re: Tax Map # 26-A-22A

Dear Henry Harner:

This letter is issued in lieu of a sewage disposal system construction permit in accordance with §32.1-164 H. of the *Code of Virginia*. The location and dimensions of the approved site are shown on the approved plat by **Richard Thomas**, dated **5/9/08**. The application for a certification letter was submitted pursuant to §32.1-163.5 of the *Code of Virginia* which requires the Health Department to accept private soil evaluations and designs from an Authorized Onsite Soil Evaluator (AOSE) or a Professional Engineer working in consultation with an AOSE for residential development. The site for an individual onsite sewage system was certified as being in compliance with the Board of Health's regulations (and local ordinances if the locality has authorized the local health department to accept private evaluations for compliance with local ordinances) by **Allen, Sidney Mason, III**, (540) 247-6581. This letter is issued in reliance upon that certification.

The Board of Health hereby recognizes that the soil and site conditions acknowledged by this correspondence, and documented by additional records on file (including those by a private Authorized Onsite Soil Evaluator, AOSE, Allen, Sidney Mason, III) at the local health department, are suitable for the installation of an onsite sewage disposal system. The attached survey plat shows the approved area for the sewage disposal system and well. The plat must be recorded for this letter to be valid. This letter is valid until a permit for construction is issued and the system is installed, inspected and approved. This letter is void if there is any substantial physical change in the soil or site conditions where the sewage disposal system is to be located.

A permit to construct the sewage disposal system must be issued before construction of the system. If the property owner (current or future) applies for a construction permit within 18 months of the date of this letter, the application fee paid for this letter shall be applied to any state fees for a permit to construct a system. After 18 months, the applicant is responsible for paying all state fees for a permit application.

NOTICE: This document was obtained from 3rd parties &/or government agencies & is deemed reliable but is not guaranteed by the Broker/Agent. Users of this info must use their own due diligence to independently verify accuracy of it's contents.



## SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code Sections 55-517 et. seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (in estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon. Purchaser is advised to exercise whatever due diligence purchaser deems necessary including a certified home inspection, as defined in §54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this Summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is not received by final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U. S. Mail, postage prepaid, at or prior to the earliest of (i) 3 days after receiving the statement (if delivered in person); (ii) 5 days after postmark (if sent by U. S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the

fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS.

Purchasers should be aware that in providing a disclosure statement:

(a) The seller is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.

(b) The seller makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to §15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.

(c) The seller makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§10.1-2100 et seq.) adopted by the locality where the property is located pursuant to §10.1-2109. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.

(d) The seller makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at www.vsp.state.va.us/vsp.html.

(e) The seller makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.

(f) The seller represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below

Date 12/19/08 *Fred Harner*

Date 12/19/08 *James E Harner*

NOTICE: These docs/info were obtained from owners, gov't agencies or other 3rd parties. It's deemed reliable but not guaranteed by the Realtors. You must do your own due diligence with gov't agencies or other professionals to independently verify accuracy of this document, zoning, land usage etc. or the type of well/septic, if any.