



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 – Patricia Bumgarner

AUCTION LOCATION – Online at <http://www.VAAuctionPro.com>

AUCTION DATE – ENDS Thursday, November 4th at 4 PM

*Bids at 4pm extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension. See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – 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.

<p><u>Offering 1</u> – 5.018 Acres – 1 Tract; Misty Acres Lane, Meadows of Dan VA 24120 5.018 acres; Parcel ID # 4514-297-R; MISTY ACRES LOT 19 INSTRUMENT #18-228</p>
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<p><u>Offering 2</u> – 32.373 Acres – 4 Tracts; Misty Acres Lane, Meadows of Dan VA 24120 8.638 acres; Parcel ID # 4514-297-C; MISTY ACRES LOT 4 INSTRUMENT #18-228 8.248 acres; Parcel ID # 4514-297-D; MISTY ACRES LOT 5 INSTRUMENT #18-228 8.732 acres; Parcel ID # 4514-297-E; MISTY ACRES LOT 6 INSTRUMENT #18-228 6.755 acres; Parcel ID # 4514-297-F; MISTY ACRES LOT 7 INSTRUMENT #18-228</p>

<p><u>Offering 3</u> – 26.302 Acres – 4 Tracts; Misty Acres Lane, Meadows of Dan VA 24120 5.626 acres; Parcel ID # 4514-297-L; MISTY ACRES LOT 13 INSTRUMENT #18-228 7.475 acres; Parcel ID # 4514-297-M; MISTY ACRES LOT 14 INSTRUMENT #18-228 6.461 acres; Parcel ID # 4514-297-N; MISTY ACRES LOT 15 INSTRUMENT #18-228 6.741 acres; Parcel ID # 4514-297-O; MISTY ACRES LOT 16 INSTRUMENT #18-228</p>

<u>Offering 4</u> – 33.42 Acres – 2 Tracts; Misty Acres Lane Meadows of Dan VA 24120

9.164 acres; Parcel ID # 4514-297-G; MISTY ACRES LOT 8 INSTRUMENT #18-228

24.278 acres; Parcel ID # 4514-297-H; MISTY ACRES LOT 9 INSTRUMENT #18-228

<u>Offering 5</u> – 20.754 Acres – 2 Tracts; Red Rough Road, Meadows of Dan VA 24120

10.887 acres; Parcel ID # 4514-297-S; MISTY ACRES LOT 20 INSTRUMENT #18-228

9.867 acres; Parcel ID # 4514-297-T; MISTY ACRES LOT 21 INSTRUMENT #18-228

****Each offering will remain open until bids are complete subject to soft close. Bidder's wanting multiple offerings will need to be high bidder on all offerings desired.**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, November 4th, 2021, at 4:00 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 **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. 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) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. 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 placed 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 **\$2,500** non-refundable deposit **Per Offering** 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, December 20th, 2021**. 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 3 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) **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 of 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 Fee of (2%) is offered to a

cooperating VA State Licensed Real Estate Broker 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
Gallimore.matt@gmail.com

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

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Broker Firm License #	0226000240
North Carolina Auction Firm License #	10299
Tennessee Auction Firm License #	6202
Tennessee Real Estate Broker Firm License #	263941

Offerings

Survey Lot #'s

Offering # 1 = 5.018 AC

19

Offering # 2 = 32.373 AC

4,5,6, & 7

Offering # 3 = 26.302 AC

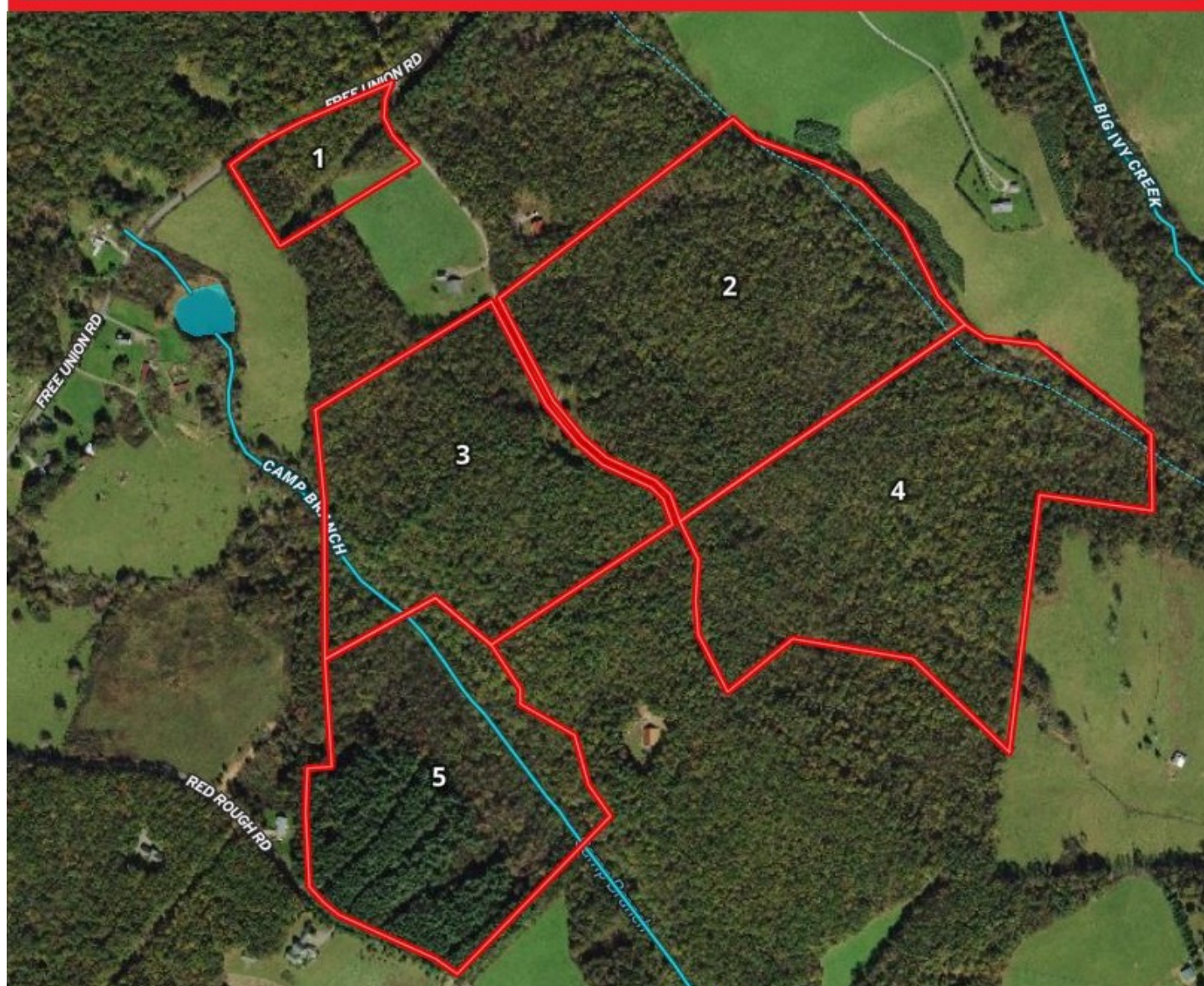
13,14,15, & 16

Offering # 4 = 33.442 AC

8 & 9

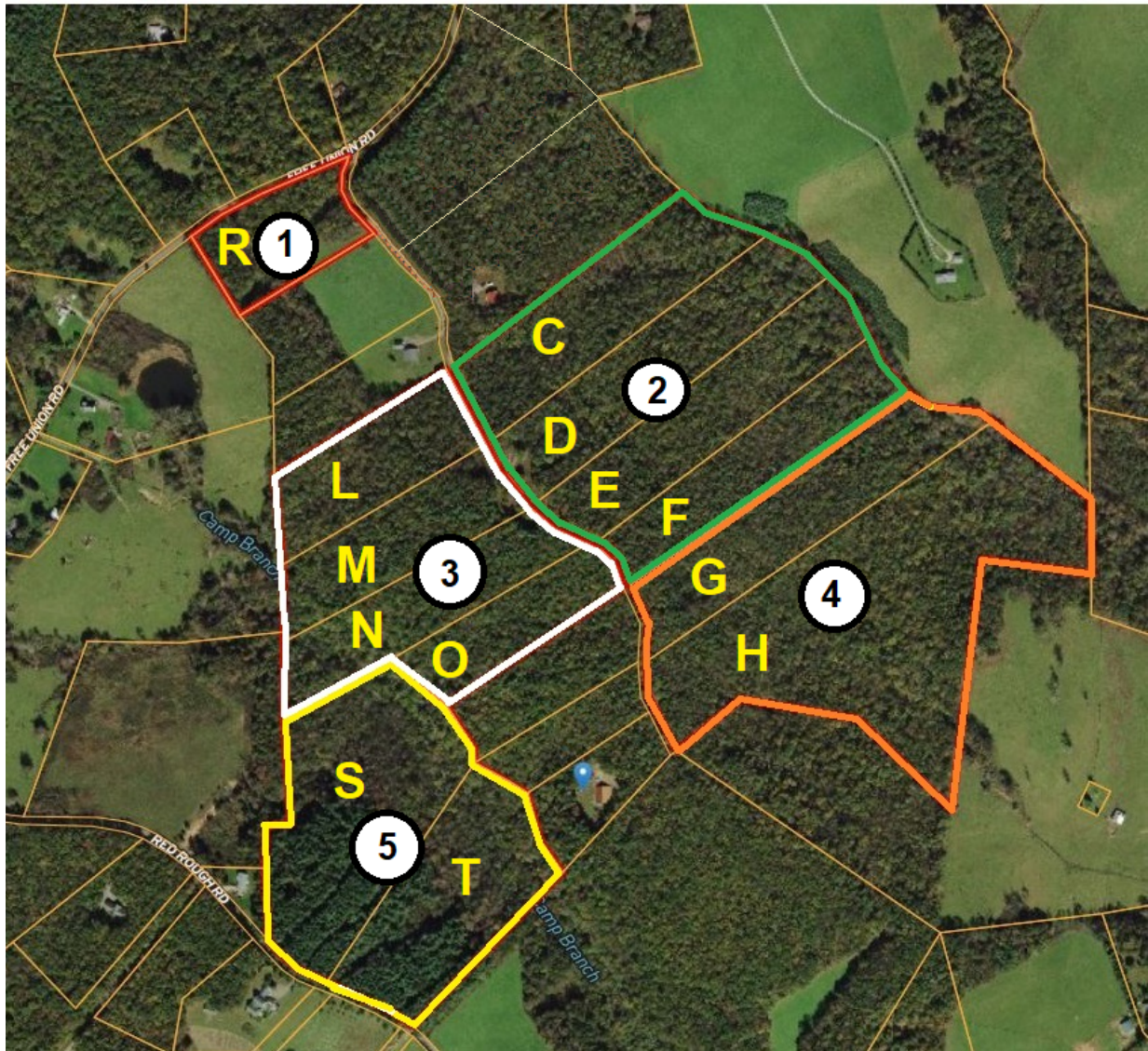
Offering # 5 = 20.754 AC

20 & 21



Offerings according to Tax ID's

Offering 1 - Tax Map # 4514 -297-R	5.018 Acres +/-
Offering 2 - Tax Map # 4514 -297-C,D,E,&F	32.373 Acres +/-
Offering 3 - Tax Map # 4514 -297- L,M,N,&O	26.302 Acres +/-
Offering 4 - Tax Map # 4514 -297- G & H	33.442 Acres +/-
Offering 5 - Tax Map # 4514-297 - S & T	20.754 Acres +/-



Patrick County Assessed Values

Offering # 1 = \$31,600
Offering # 2 = \$174,800
Offering # 3 = \$142,100
Offering # 4 = \$180,600
Offering # 5 = \$112,100

***Combined for
Multiple Tracts**

Aerial Map







LINE TABLE FROM LINES A TO B THE
THREAD OF WHITESIDE BRANCH AS IT MEANDERS

LINE	BEARING	DISTANCE
B1	S 03°11'00" W	58.09
B2	S 44°02'15" E	11.83
B3	S 02°58'15" E	32.79
B4	S 02°58'15" E	12.50
B5	S 88°58'52" E	18.89
B6	S 12°28'15" E	17.49
B7	S 11°28'15" E	29.81
B8	S 11°28'15" E	54.43
B9	S 11°28'15" E	18.89
B10	S 12°28'15" E	18.89
B11	S 12°28'15" E	40.58
B12	S 12°28'15" E	29.81
B13	S 12°28'15" E	29.81
B14	S 12°28'15" E	29.81
B15	S 12°28'15" E	29.81
B16	S 12°28'15" E	29.81
B17	S 12°28'15" E	29.81
B18	S 12°28'15" E	29.81
B19	S 12°28'15" E	29.81
B20	S 12°28'15" E	29.81
B21	S 12°28'15" E	29.81
B22	S 12°28'15" E	29.81
B23	S 12°28'15" E	29.81
B24	S 12°28'15" E	29.81
B25	S 12°28'15" E	29.81
B26	S 12°28'15" E	29.81
B27	S 12°28'15" E	29.81
B28	S 12°28'15" E	29.81
B29	S 12°28'15" E	29.81
B30	S 12°28'15" E	29.81
B31	S 12°28'15" E	29.81
B32	S 12°28'15" E	29.81
B33	S 12°28'15" E	29.81
B34	S 12°28'15" E	29.81
B35	S 12°28'15" E	29.81
B36	S 12°28'15" E	29.81
B37	S 12°28'15" E	29.81
B38	S 12°28'15" E	29.81
B39	S 12°28'15" E	29.81
B40	S 12°28'15" E	29.81
B41	S 12°28'15" E	29.81
B42	S 12°28'15" E	29.81
B43	S 12°28'15" E	29.81
B44	S 12°28'15" E	29.81
B45	S 12°28'15" E	29.81
B46	S 12°28'15" E	29.81
B47	S 12°28'15" E	29.81
B48	S 12°28'15" E	29.81
B49	S 12°28'15" E	29.81
B50	S 12°28'15" E	29.81
B51	S 12°28'15" E	29.81
B52	S 12°28'15" E	29.81
B53	S 12°28'15" E	29.81
B54	S 12°28'15" E	29.81
B55	S 12°28'15" E	29.81
B56	S 12°28'15" E	29.81
B57	S 12°28'15" E	29.81
B58	S 12°28'15" E	29.81
B59	S 12°28'15" E	29.81
B60	S 12°28'15" E	29.81
B61	S 12°28'15" E	29.81
B62	S 12°28'15" E	29.81
B63	S 12°28'15" E	29.81
B64	S 12°28'15" E	29.81
B65	S 12°28'15" E	29.81
B66	S 12°28'15" E	29.81
B67	S 12°28'15" E	29.81
B68	S 12°28'15" E	29.81
B69	S 12°28'15" E	29.81
B70	S 12°28'15" E	29.81
B71	S 12°28'15" E	29.81
B72	S 12°28'15" E	29.81
B73	S 12°28'15" E	29.81
B74	S 12°28'15" E	29.81
B75	S 12°28'15" E	29.81

LINE TABLE FOR STATE ROUTE 636 R/W

LINE	BEARING	DISTANCE
L1	N 83°12'00" E	58.53
L2	N 87°07'00" E	126.04
L3	N 88°02'00" E	106.44
L4	N 44°42'00" E	82.65
L5	N 18°54'11" E	121.15
L6	N 72°58'34" E	164.73

CURVE TABLE FOR STATE ROUTE 636 R/W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	668.85	83.72	83.84	N 57°18'15" E	08°01'51"
C2	136.89	142.28	121.50	N 57°18'15" E	08°01'51"
C3	3298.39	18.54	68.84	N 57°18'15" E	08°01'51"
C4	3298.39	18.54	68.84	N 57°18'15" E	08°01'51"
C5	449.83	82.31	82.34	N 57°18'15" E	08°01'51"
C6	122.05	111.48	111.42	N 57°18'15" E	08°01'51"
C7	2748.80	142.28	121.50	N 57°18'15" E	08°01'51"
C8	408.85	122.78	122.78	N 57°18'15" E	08°01'51"
C9	1148.60	85.11	85.09	N 57°18'15" E	08°01'51"
C10	1148.60	85.11	85.09	N 57°18'15" E	08°01'51"
C11	334.00	56.43	56.33	N 57°18'15" E	08°01'51"
C12	334.00	56.43	56.33	N 57°18'15" E	08°01'51"
C13	289.72	56.42	56.35	N 57°18'15" E	08°01'51"

LINE TABLE FOR STATE ROUTE 637 R/W

LINE	BEARING	DISTANCE
L1	N 71°11'00" W	34.21
L2	N 11°52'51" W	21.92

CURVE TABLE FOR STATE ROUTE 637 R/W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	233.50	30.74	30.74	N 48°07'00" W	02°13'52"
C2	789.74	54.80	54.79	N 48°07'00" W	02°13'52"
C3	860.23	48.81	48.80	N 48°07'00" W	02°13'52"
C4	1701.48	89.82	89.81	N 48°07'00" W	02°13'52"
C5	1040.04	158.30	158.30	N 48°07'00" W	02°13'52"
C6	5301.11	73.42	73.37	N 48°07'00" W	02°13'52"
C7	241.68	70.81	70.56	N 48°07'00" W	02°13'52"
C8	1281.21	108.40	108.37	N 48°07'00" W	02°13'52"

CURVE TABLE FOR THE CENTERLINE OF MISTY LANE
AND A 20' PRIVATE RIGHT-OF-WAY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	83.50	80.66	77.87	N 12°18'38" W	55°21'28"
C2	508.80	133.02	132.71	N 12°18'38" W	55°21'28"
C3	255.36	77.67	77.67	N 12°18'38" W	55°21'28"
C4	205.40	103.89	102.79	N 12°18'38" W	55°21'28"
C5	1548.13	210.92	210.79	N 12°18'38" W	55°21'28"
C6	431.60	141.58	140.89	N 12°18'38" W	55°21'28"
C7	421.40	141.58	140.89	N 12°18'38" W	55°21'28"
C8	421.40	141.58	140.89	N 12°18'38" W	55°21'28"
C9	421.40	141.58	140.89	N 12°18'38" W	55°21'28"
C10	143.10	70.72	70.00	N 12°18'38" W	55°21'28"
C11	181.15	85.97	85.25	N 12°18'38" W	55°21'28"
C12	224.85	115.67	109.81	N 12°18'38" W	55°21'28"
C13	254.85	60.87	60.87	N 12°18'38" W	55°21'28"
C14	191.15	85.97	85.25	N 12°18'38" W	55°21'28"
C15	143.10	70.72	70.00	N 12°18'38" W	55°21'28"
C16	143.10	70.72	70.00	N 12°18'38" W	55°21'28"
C17	143.10	70.72	70.00	N 12°18'38" W	55°21'28"
C18	431.60	141.58	140.89	N 12°18'38" W	55°21'28"
C19	431.60	141.58	140.89	N 12°18'38" W	55°21'28"
C20	1548.13	210.92	210.79	N 12°18'38" W	55°21'28"
C21	205.40	103.89	102.79	N 12°18'38" W	55°21'28"
C22	175.32	71.61	71.12	N 12°18'38" W	55°21'28"
C23	508.80	133.02	132.71	N 12°18'38" W	55°21'28"
C24	508.80	133.02	132.71	N 12°18'38" W	55°21'28"
C25	83.50	80.66	77.87	N 12°18'38" W	55°21'28"

OWNER'S CERTIFICATE:
THE PLAT AND INDICATION OF THE LAND DESCRIBED BY THIS PLAT IS
WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DEEDS OF THE
UNDERSTANDING OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

Lloyd Lee Bumgarner Jr. 10/6/07
LLOYD LEE BUMGARNER, JR. DATE
Patricia Bumgarner 10-26-07
PATRICIA BUMGARNER DATE

NOTARY'S CERTIFICATE

STATE OF VIRGINIA
COUNTY OF ALLEGANY
I, *Caroline Bumgarner*, a NOTARY PUBLIC IN AND FOR THE
FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT
LLOYD LEE BUMGARNER, JR. AND PATRICIA BUMGARNER
PERSONALLY APPEARED BEFORE ME IN MY JURISDICTION AND ACKNOWLEDGED
THE SAME ON October 26, 2007 2007
MY COMMISSION EXPIRES ON 11-25-09
NOTARY *Caroline Bumgarner*



LINE TABLE FROM LINES C TO D THE
THREAD OF CAMP BRANCH AS IT MEANDERS

LINE	BEARING	DISTANCE
C1	S 41°52'00" E	18.45
C2	S 65°56'58" E	38.80
C3	S 55°57'03" E	24.40
C4	S 72°42'33" E	21.90
C5	S 28°58'44" E	35.70
C6	S 67°24'14" E	22.80
C7	S 58°58'15" E	30.40
C8	S 24°52'20" E	87.40
C9	S 30°54'28" E	84.50
C10	S 09°11'54" E	20.40
C11	S 43°50'50" E	102.00
C12	S 01°11'51" W	23.00
C13	S 01°58'21" W	30.20
C14	S 01°58'21" W	30.20
C15	S 28°09'40" E	25.40
C16	S 28°09'40" E	25.40
C17	S 32°03'01" E	13.00
C18	S 17°58'01" E	45.20
C19	S 22°57'52" E	30.40
C20	S 49°58'48" E	60.70
C21	S 00°28'15" E	13.00
C22	S 23°51'51" E	115.10
C23	S 23°51'51" E	46.40
C24	S 28°12'59" E	40.80
C25	S 54°08'40" E	28.40
C26	S 14°51'35" E	53.70
C27	S 28°25'09" E	38.80
C28	S 45°40'18" E	18.10

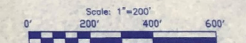
LINE TABLE FOR THE CENTERLINE OF MISTY LANE
AND A 20' PRIVATE RIGHT-OF-WAY

LINE	BEARING	DISTANCE
L1	S 16°58'00" E	118.57
L2	S 39°59'22" E	231.11
L3	S 39°59'22" E	231.11
L4	S 30°53'44" E	72.88
L5	S 30°53'44" E	49.81
L6	S 22°42'47" E	112.21
L7	S 41°15'56" E	112.21
L8	S 32°14'47" E	159.81
L9	S 33°02'08" E	170.00
L10	S 33°02'08" E	18.20
L11	S 02°44'03" E	141.89
L12	S 02°44'03" E	100.00
L13	S 22°10'03" E	245.15
L14	S 22°10'03" E	148.15
L15	N 02°44'03" E	141.89
L16	N 02°44'03" E	18.20
L17	N 33°02'08" E	170.00
L18	N 33°02'08" E	159.81
L19	N 41°15'56" E	112.21
L20	N 32°42'47" E	49.81
L21	N 30°53'44" E	72.88
L22	N 01°58'21" W	30.20
L23	N 01°58'21" W	30.20
L24	N 28°09'40" E	25.40
L25	N 15°22'07" E	115.84

PLAT OF SUBDIVISION
SHOWING
MISTY ACRES
BEING THE DIVISION OF TAX PARCEL
4514 - 297

BLUE RIDGE MAGISTERIAL DISTRICT
PATRICK COUNTY, VIRGINIA
APRIL 10, 2007

CURRENT OWNERS AND LEGAL REFERENCES:
LLOYD LEE BUMGARNER, JR. AND PATRICIA BUMGARNER
INSTR. # 0401785, PC.1 SLIDES 2600 AND 2601

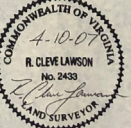


NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES UPON THE SUBJECT PROPERTY.
2. THE SUBJECT PROPERTY IS NOT WITHIN A F.E.M.A. DEFINED FLOOD ZONE AS OF MAY 15, 1984 F.E.M.A. STUDIES. THE PROPERTY IS WITHIN ZONE C AS SHOWN ON F.E.M.A. COMMUNITY PANEL NO. 510252 0055 C. (NO FIELD DATA HAS BEEN TAKEN TO VERIFY INFORMATION)
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS WHICH MAY OR MAY NOT BE ON RECORD.
4. ALL AREAS WERE CALCULATED BY USING THE COORDINATE METHOD.
5. THIS PLAT REPRESENTS THE SUBDIVISION OF THE PROPERTY SURVEYED ON JUNE 15, 2004, BY POLARIS LAND AND SITE, RECORDED IN PG.1 SLIDES 2600 AND 2601.
6. THE STREETS IN THE SUBDIVISION HEREON DEPICTED DO NOT MEET STATE STANDARDS AND WILL NOT BE MAINTAINED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR THE COUNTY OF PATRICK.

SURVEYOR NOTES:

1. IRON RODS SET IN THE CENTER OF A 20' PRIVATE RIGHT-OF-WAY, AT ALL LOT CORNERS ON MISTY LANE.
2. IRON RODS SET ON LINE AT 15.00' FROM MISTY LANE, ON ALL INTERIOR LOT LINES.



SURVEYOR'S CERTIFICATION:

I hereby certify that this plat was prepared from a current field survey conducted by BOUNDARY HUNTER'S LAND SURVEYING under my supervision.
R. Cleave Lawson 4-10-07
R. CLEAVE LAWSON # 2433 Date

PUBLIC UTILITY EASEMENT NOTES

A RIGHT-OF-WAY AND EASEMENT FOR A 10-FOOT PUE (PUBLIC UTILITY EASEMENT) IS HEREBY RESERVED UNTO AMERICAN ELECTRIC POWER AND OTHER UTILITIES, ITS SUCCESSORS AND ASSIGNS, ALONG, AROUND AND PARALLEL TO ALL EXISTING AND FUTURE ROADS, STREETS AND DRIVES, ETC., FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING POWER LINES TO SERVE ALL TRACTS IN THE DIVISION OF PROPERTY DESCRIBED HEREIN. ALSO, THE RIGHT TO CUT, TRIM, OR OTHERWISE CONTROL TREES AND OTHER OBSTRUCTIONS THAT MAY ENHANCE THE POWER LINES AND THE RIGHT OF INGRESS AND EGRESS.

BOUNDARY HUNTER'S
LAND SURVEYING
4450 IRON BRIDGE ROAD
STUART, VA 24171
278 930 5500

LINE TABLE FROM LINES A TO B THE
THREAD OF WHITESTONE BRANCH AS IT MEANDERS

LINE	BEARING	DISTANCE
B1	S 03°21'30" W	58.09'
B2	S 24°42'33" E	21.92'
B3	S 00°36'13" E	32.17'
B4	S 38°27'37" E	14.70'
B5	S 58°05'36" E	16.95'
B6	S 12°49'58" W	27.49'
B7	S 11°26'18" E	37.61'
B8	S 21°53'24" E	48.67'
B9	S 41°44'21" W	34.45'
B10	S 12°44'25" W	19.88'
B11	S 23°52'53" W	38.45'
B12	S 10°50'32" E	40.36'
B13	S 14°52'21" W	24.22'
B14	S 15°29'37" E	26.34'
B15	S 22°37'20" E	27.96'
B16	S 13°08'04" E	29.99'
B17	S 13°45'45" E	14.50'
B18	S 44°53'15" E	40.86'
B19	S 25°37'00" E	24.32'
B20	S 86°27'54" E	23.11'
B21	S 15°54'38" E	17.46'
B22	S 78°44'37" E	18.50'
B23	S 51°17'43" E	15.24'
B24	S 43°54'39" E	20.12'
B25	S 32°56'53" E	19.01'
B26	S 26°55'21" E	28.14'
B27	S 37°53'16" E	36.28'
B28	S 52°16'09" E	26.11'
B29	S 87°41'46" E	34.81'
B30	S 21°16'06" E	76.07'
B31	S 07°30'55" W	56.54'
B32	S 17°53'51" E	23.35'
B33	S 75°10'54" E	45.40'
B34	S 55°25'42" E	59.38'
B35	S 36°32'59" E	88.11'
B36	S 49°14'07" E	58.64'
B37	S 03°22'57" E	35.84'
B38	S 40°12'00" E	59.14'
B39	S 49°57'51" E	26.74'
B40	N 74°39'08" E	38.63'
B41	S 89°36'59" E	40.13'
B42	S 44°46'59" E	17.40'
B43	S 67°21'11" E	26.22'
B44	S 73°30'09" E	21.10'
B45	S 43°14'48" E	142.62'
B46	S 77°28'55" E	42.58'
B47	S 77°14'04" E	34.69'
B48	S 52°16'31" E	44.55'
B49	S 84°39'15" E	35.70'
B50	S 48°14'42" E	79.38'
B51	S 20°22'43" E	36.12'
B52	S 44°53'02" E	36.54'
B53	S 77°22'55" E	22.37'
B54	S 48°56'22" E	37.98'
B55	S 32°10'24" E	95.94'
B56	S 15°43'45" E	56.22'
B57	S 21°59'18" E	57.46'
B58	S 24°55'21" E	46.70'
B59	S 19°21'52" E	84.80'
B60	S 38°23'11" E	59.01'
B61	S 50°16'20" E	55.26'
B62	S 35°38'05" E	58.01'
B63	S 39°02'36" E	82.33'
B64	S 61°17'07" E	43.22'
B65	N 55°16'46" E	22.51'
B66	S 58°25'02" E	55.48'
B67	S 72°43'58" E	66.67'
B68	S 85°02'08" E	47.98'
B69	N 73°22'43" E	60.93'
B70	N 64°25'19" E	37.19'
B71	S 87°17'22" E	21.29'
B72	S 32°39'19" E	36.36'
B73	S 56°25'53" E	262.02'
B74	S 54°02'29" E	45.16'
B75	S 54°24'35" E	56.37'

LINE TABLE FOR STATE ROUTE 636 R/W

LINE	BEARING	DISTANCE
L1	N 53°14'20" E	86.53'
L2	N 67°07'30" E	128.04'
L3	N 68°02'32" E	150.42'
L4	N 44°45'25" E	82.62'
L5	N 18°50'41" E	121.12'
L6	N 79°58'34" E	164.79'

CURVE TABLE FOR STATE ROUTE 636 R/W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	668.65'	93.72'	93.64'	N 57°15'15" E	08°01'51"
C2	1395.80'	142.65'	142.59'	N 64°11'50" E	05°51'20"
C3	3908.26'	69.94'	69.94'	N 67°31'47" E	01°01'31"
C4	449.93'	52.47'	52.44'	N 63°40'34" E	06°40'54"
C5	449.93'	82.91'	82.79'	N 55°03'23" E	10°33'30"
C6	1272.05'	111.46'	111.42'	N 47°16'01" E	05°01'13"
C7	2748.80'	124.67'	124.66'	N 43°27'27" E	02°35'55"
C8	409.95'	127.78'	127.28'	N 33°13'44" E	17°51'12"
C9	657.85'	82.63'	82.60'	N 21°34'20" E	05°27'16"
C10	1146.60'	85.11'	85.09'	N 20°58'17" E	04°15'11"
C11	234.06'	56.47'	56.33'	N 30°00'33" E	13°49'22"
C12	138.63'	75.16'	74.24'	N 52°27'08" E	31°03'47"
C13	269.72'	56.45'	56.35'	N 73°58'48" E	11°59'32"

LINE TABLE FOR STATE ROUTE 637 R/W

LINE	BEARING	DISTANCE
L1	N 71°11'09" W	34.21'
L2	N 41°36'51" W	42.99'

CURVE TABLE FOR STATE ROUTE 637 R/W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	757.36'	30.74'	30.74'	N 48°55'07" W	02°19'32"
C2	799.76'	54.80'	54.79'	N 52°02'40" W	03°55'34"
C3	550.53'	49.91'	49.90'	N 56°36'17" W	05°11'41"
C4	1701.48'	96.82'	96.81'	N 60°49'56" W	03°15'37"
C5	1040.04'	158.35'	158.20'	N 66°49'27" W	08°43'25"
C6	530.11'	73.42'	73.37'	N 67°13'04" W	07°56'09"
C7	241.68'	70.81'	70.56'	N 54°51'21" W	16°47'17"
C8	1281.21'	108.40'	108.37'	N 44°02'17" W	04°50'52"

CURVE TABLE FOR THE CENTERLINE OF MISTY LANE
AND A 20' PRIVATE RIGHT-OF-WAY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	83.50'	80.68'	77.57'	S 12°18'38" E	55°21'28"
C2	508.80'	133.09'	132.71'	S 32°29'44" E	14°59'15"
C3	175.32'	71.61'	71.12'	S 13°17'58" E	23°24'17"
C4	205.50'	103.89'	102.79'	S 16°04'47" E	28°57'55"
C5	1546.13'	210.92'	210.75'	S 26°39'15" E	07°48'58"
C6	437.60'	141.58'	140.96'	S 32°00'53" E	18°32'12"
C7	421.40'	30.00'	29.99'	S 43°19'21" E	04°04'44"
C8	421.40'	132.40'	131.85'	S 54°21'45" E	18°00'04"
C9	143.10'	30.00'	29.95'	S 57°21'26" E	12°00'42"
C10	143.10'	70.72'	70.00'	S 37°11'36" E	28°18'59"
C11	191.15'	85.97'	85.25'	S 10°09'02" E	25°46'09"
C12	254.65'	110.67'	109.81'	N 09°43'00" W	24°54'06"
C13	254.65'	60.67'	60.53'	N 15°20'30" W	13°39'06"
C14	254.65'	50.00'	49.92'	N 02°53'27" W	11°15'00"
C15	191.15'	85.97'	85.25'	N 10°09'02" W	25°46'09"
C16	143.10'	70.72'	70.00'	N 37°11'36" W	28°18'59"
C17	143.10'	30.00'	29.95'	N 57°21'26" W	12°00'42"
C18	421.40'	162.40'	161.39'	N 52°19'23" W	22°04'48"
C19	437.60'	141.58'	140.96'	N 32°00'53" W	18°32'12"
C20	1546.13'	210.92'	210.75'	N 26°39'15" W	07°48'58"
C21	205.50'	103.89'	102.79'	N 16°04'47" W	28°57'55"
C22	175.32'	71.61'	71.12'	N 13°17'58" W	23°24'17"
C23	508.80'	49.16'	49.15'	N 27°46'12" W	05°32'11"
C24	508.80'	83.93'	83.83'	N 35°15'49" W	09°27'05"
C25	83.50'	80.68'	77.57'	N 12°18'38" W	55°21'28"

LINE TABLE FOR THE CENTERLINE OF MISTY
AND A 20' PRIVATE RIGHT-OF-WAY

LINE	BEARING	DISTANCE
L1	S 16°59'22" E	158.33'
L2	S 39°59'22" E	231.11'
L3	S 01°35'49" E	75.22'
L4	S 30°33'44" E	72.28'
L5	S 22°44'47" E	49.21'
L6	S 41°16'59" E	112.51'
L7	S 63°21'47" E	129.91'
L8	S 23°02'06" E	170.00'
L9	S 23°02'06" E	18.20'
L10	S 02°44'03" W	141.99'
L11	S 22°10'03" E	100.00'
L12	S 22°10'03" E	245.15'
L13	N 22°10'03" W	345.15'
L14	N 02°44'03" E	141.99'
L15	N 23°02'06" W	18.20'
L16	N 23°02'06" W	170.00'
L17	N 63°21'47" W	129.91'
L18	N 41°16'59" W	112.51'
L19	N 22°44'47" W	49.21'
L20	N 30°33'44" W	72.28'
L21	N 01°35'49" W	75.22'
L22	N 39°59'22" W	261.11'
L23	N 39°59'22" W	128.33'
L24	N 15°22'07" E	115.94'

OWNER'S CERTIFICATE:

THE PLATTING OR DEDICATION OF THE LAND DESCRIBED BY THIS
WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE
OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

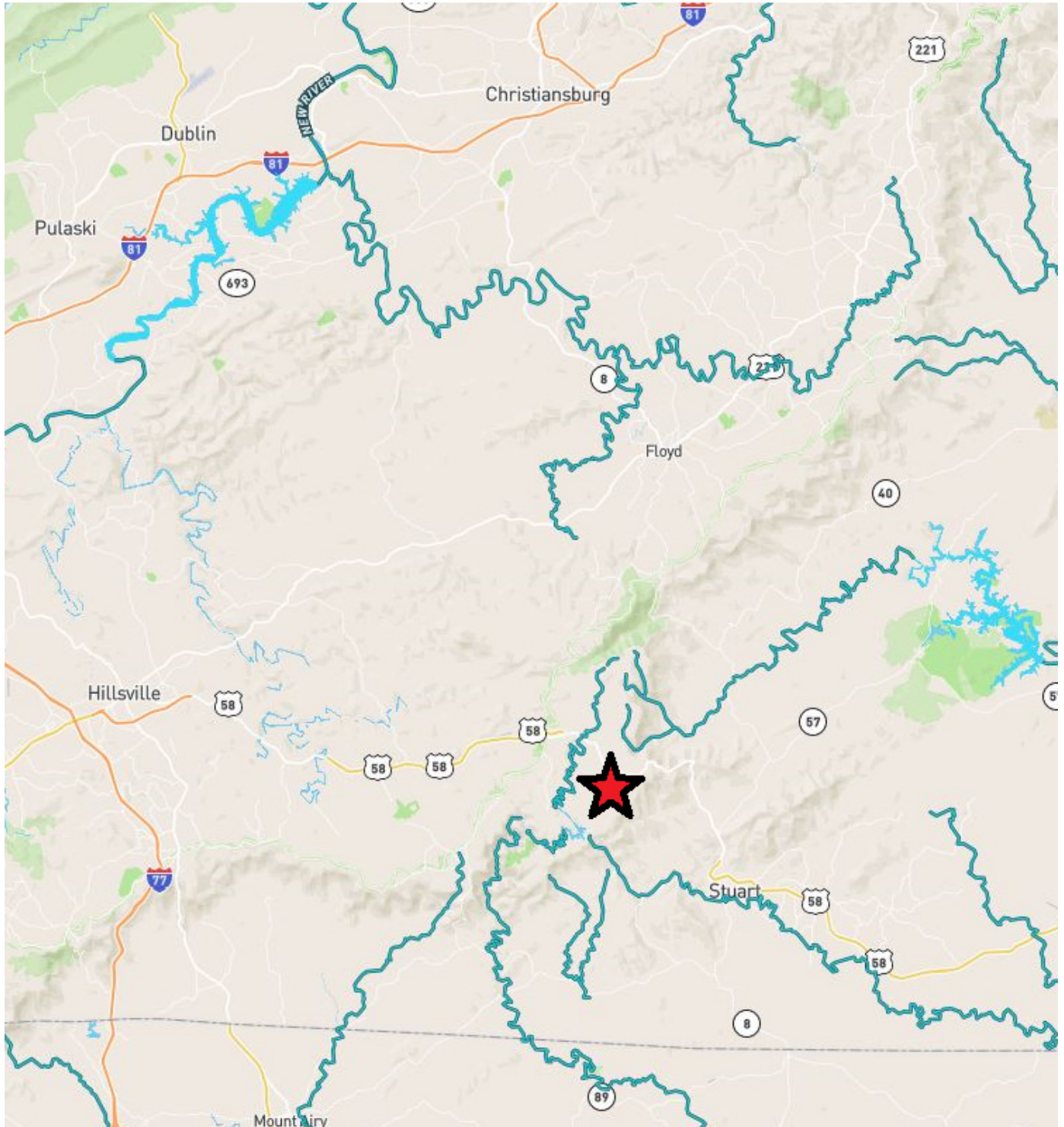
Lloyd Lee Bumgarner Jr
LLOYD LEE BUMGARNER, JR.

Patricia Bumgarner
PATRICIA BUMGARNER



Auction Services

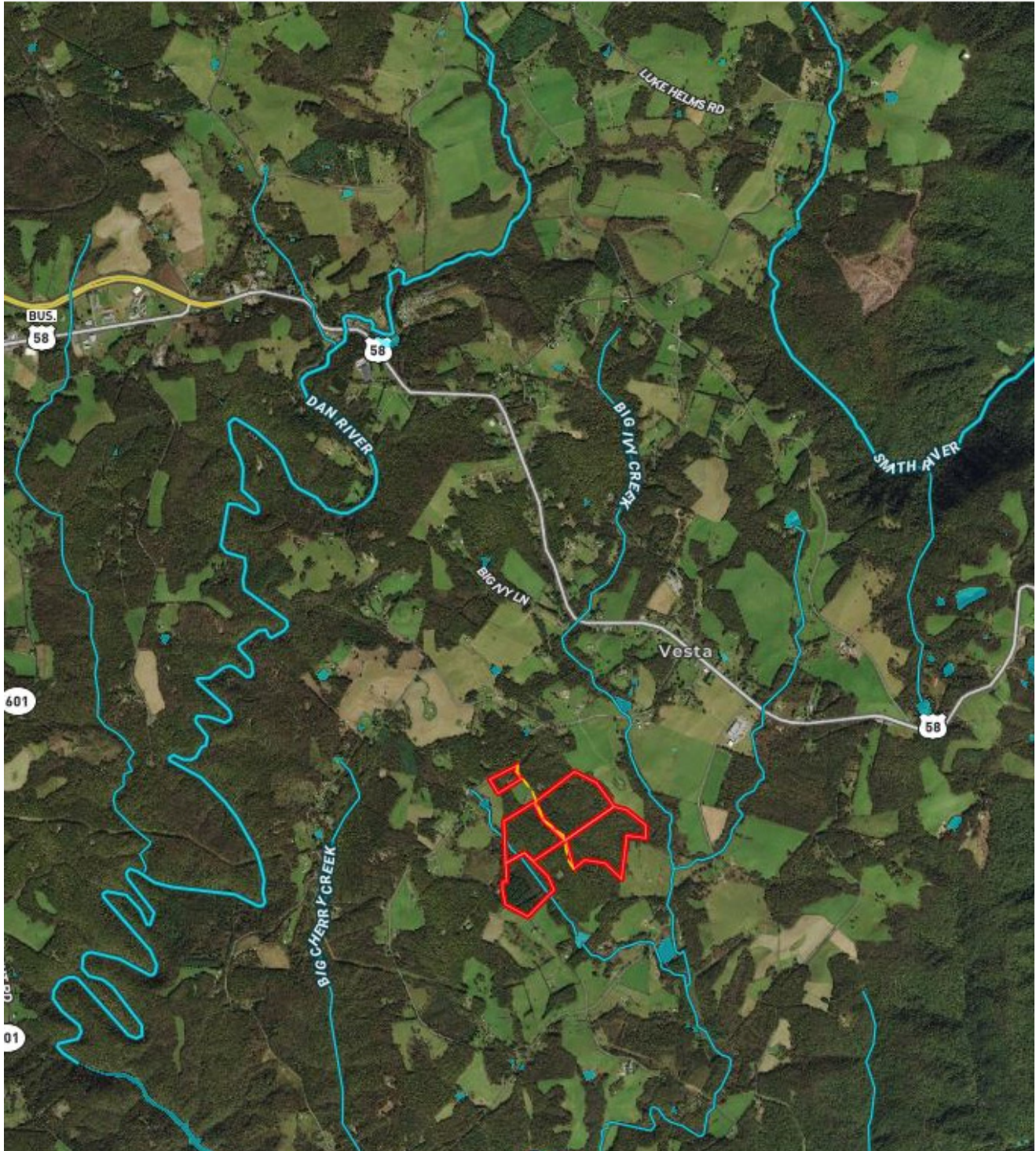
Location Map



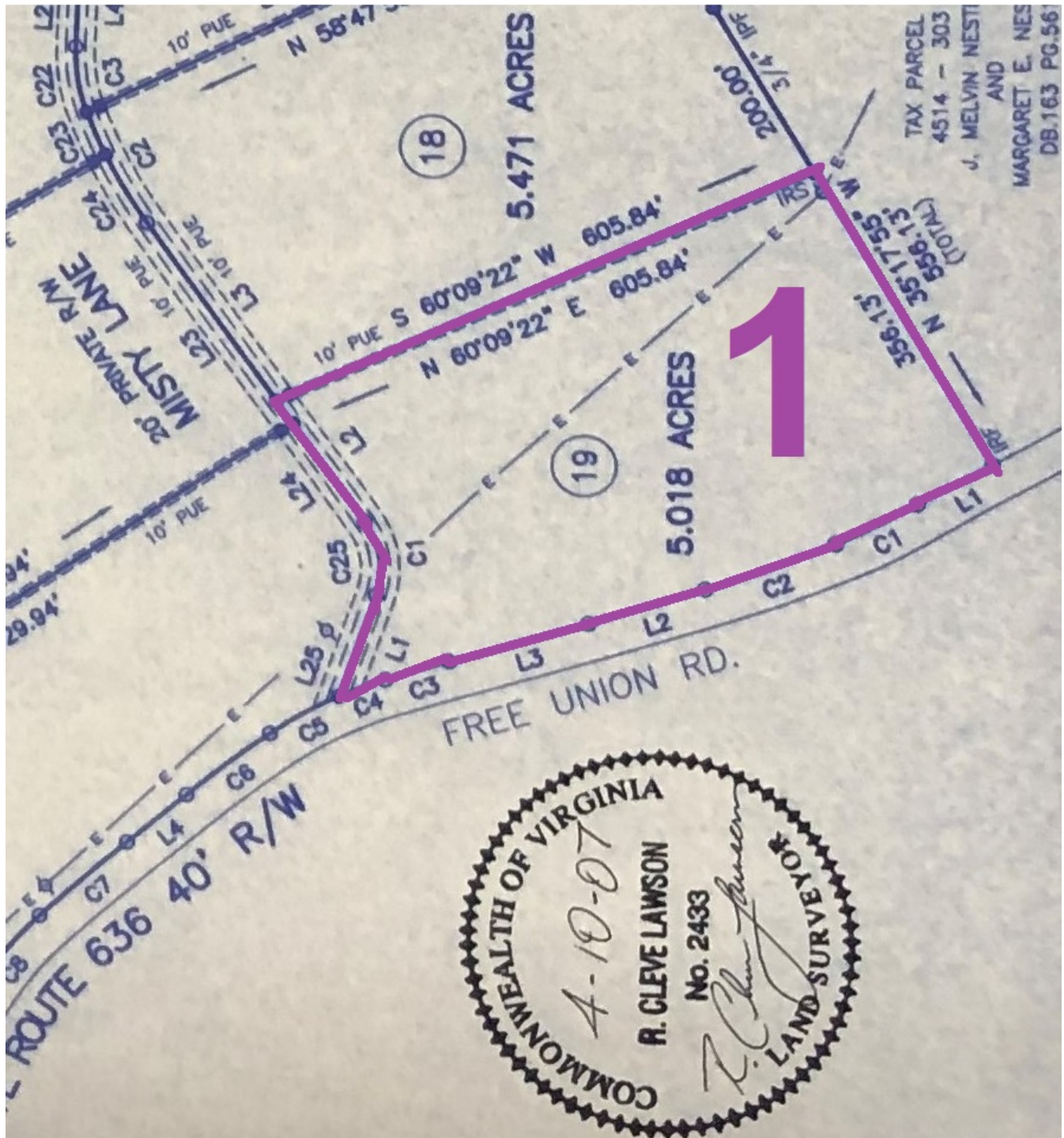


Auction Services

Neighborhood Map



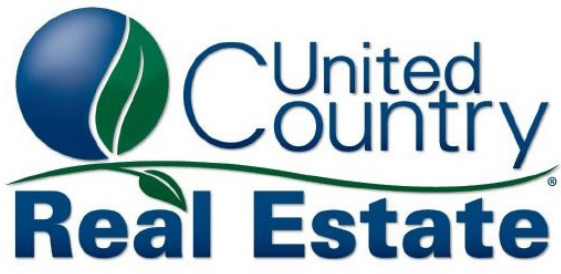
Offering # 1



Survey Offering # 2

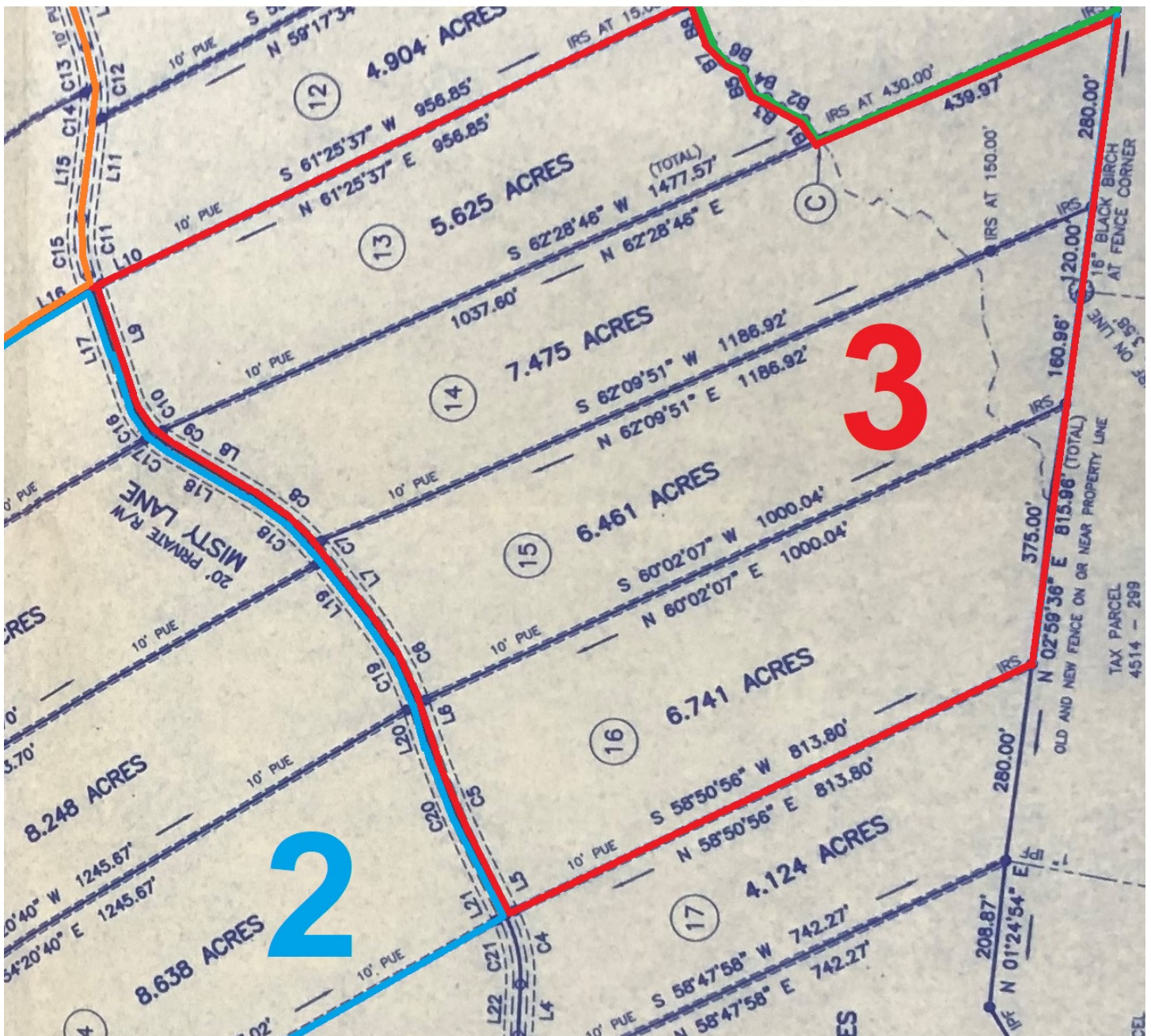
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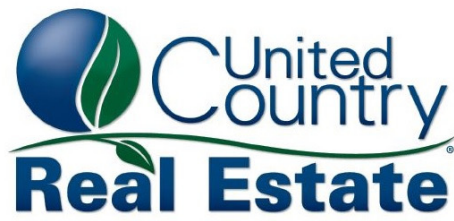




Survey Offering 3

Auction Services

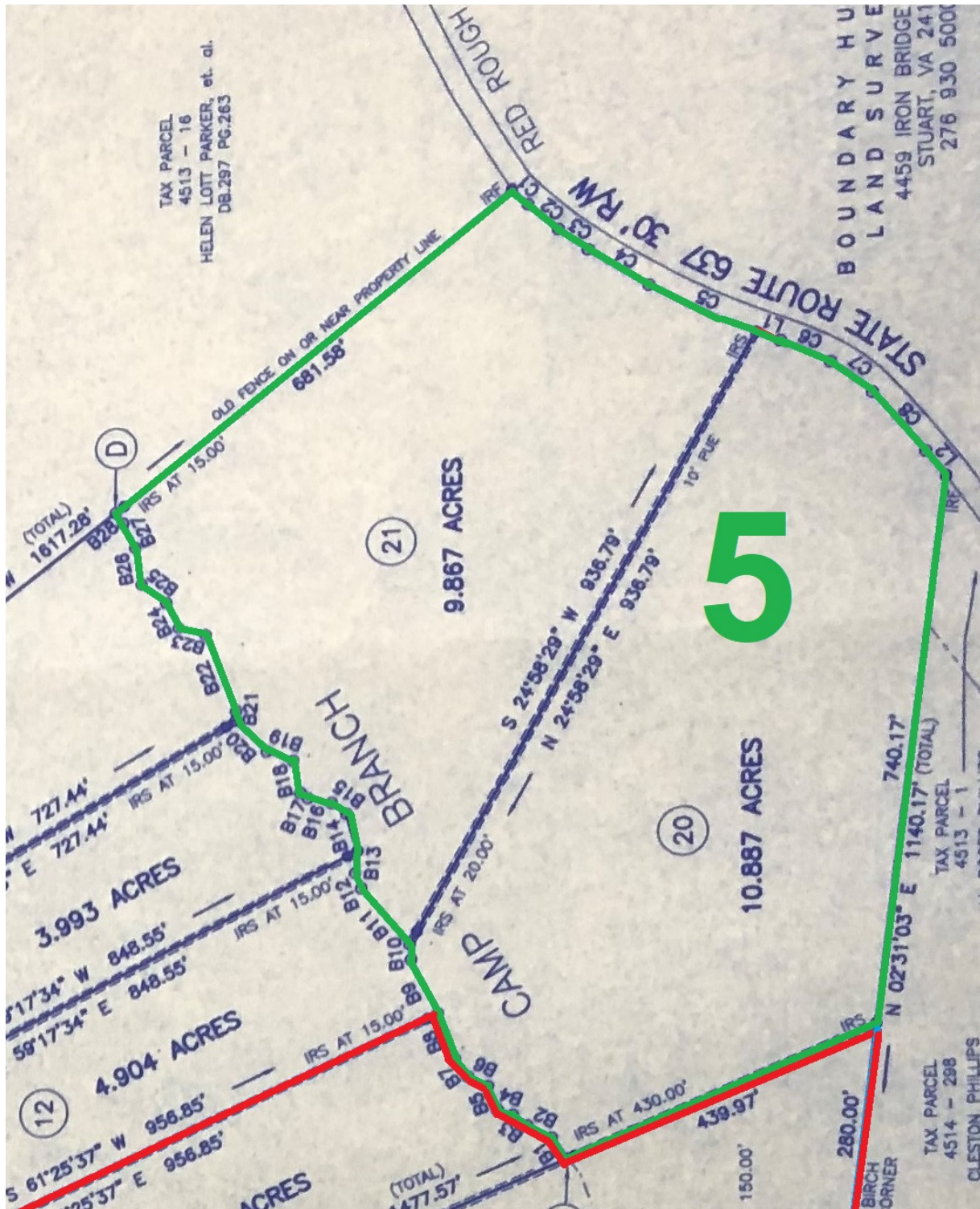




Auction Services

Survey Offering 4





CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **November 4th, 2021**, between Patricia BumGarner owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and

(Hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. **Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Patrick, Virginia, and described as:
2. **Legal Description – 117.889 Acres, Blue Ridge Mag. District of Patrick County.**
*****CONTRACT WILL BE AMENDED ON AUCTION DAY ACCORDING TO OFFERINGS PURCHASED.**

Offering 1 – 5.018 Acres – 1 Tract; Misty Acres Lane, Meadows of Dan VA 24120
--

5.018 acres; Parcel ID # 4514-297-R; MISTY ACRES LOT 19 INSTRUMENT #18-228

Offering 2 – 32.373 Acres – 4 Tracts; Misty Acres Lane, Meadows of Dan VA 24120
--

8.638 acres; Parcel ID # 4514-297-C; MISTY ACRES LOT 4 INSTRUMENT #18-228

8.248 acres; Parcel ID # 4514-297-D; MISTY ACRES LOT 5 INSTRUMENT #18-228

8.732 acres; Parcel ID # 4514-297-E; MISTY ACRES LOT 6 INSTRUMENT #18-228

6.755 acres; Parcel ID # 4514-297-F; MISTY ACRES LOT 7 INSTRUMENT #18-228

Offering 3 – 26.302 Acres – 4 Tracts; Misty Acres Lane, Meadows of Dan VA 24120
--

5.626 acres; Parcel ID # 4514-297-L; MISTY ACRES LOT 13 INSTRUMENT #18-228

7.475 acres; Parcel ID # 4514-297-M; MISTY ACRES LOT 14 INSTRUMENT #18-228

6.461 acres; Parcel ID # 4514-297-N; MISTY ACRES LOT 15 INSTRUMENT #18-228

6.741 acres; Parcel ID # 4514-297-O; MISTY ACRES LOT 16 INSTRUMENT #18-228

Offering 4 – 33.42 Acres – 2 Tracts; Misty Acres Lane Meadows of Dan VA 24120
--

9.164 acres; Parcel ID # 4514-297-G; MISTY ACRES LOT 8 INSTRUMENT #18-228

24.278 acres; Parcel ID # 4514-297-H; MISTY ACRES LOT 9 INSTRUMENT #18-228

Offering 5 – 20.754 Acres – 2 Tracts; Red Rough Road, Meadows of Dan VA 24120
--

10.887 acres; Parcel ID # 4514-297-S; MISTY ACRES LOT 20 INSTRUMENT #18-228

9.867 acres; Parcel ID # 4514-297-T; MISTY ACRES LOT 21 INSTRUMENT #18-228

Seller's Initials _____

Purchaser's Initials _____

3. **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.

4. **Deposit.** Purchaser has made a deposit with Seller, of \$2,500 per tract (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Seller, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. **Settlement Agent and Possession.** Settlement shall be made at _____ on or before **November 8th, 2021** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. **Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is 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

Seller's Initials _____

Purchaser's Initials _____

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 not 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 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.

Seller's Initials _____

Purchaser's Initials _____

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

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

(e) **Notice of Principal Residence.** Purchaser does ____ or does not ____ intend to occupy the Property as Purchaser's principal residence.

(f) **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.

(g) **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.

Seller's Initials _____

Purchaser's Initials _____

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.

7. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser 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

Seller's Initials _____

Purchaser's Initials _____

Paragraph but not longer than 60 days.

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

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

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

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

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

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

Patricia BumGarner (Seller) 11/04/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 11/04/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 11/04/21

Seller's Initials _____

Purchaser's Initials _____

DECLARATION OF RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT

THIS DECLARATION, made this 30th day of May, 2007, by **LLOYD LEE BUMGARNER, JR. and PATRICIA BUMGARNER, husband and wife**, herein referred to as "Declarant" and **MISTY ACRES**, Grantee.

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat of survey (herein called "the survey") entitled "**MISTY ACRES**" which survey is to be recorded herewith in the Clerk's Office of the Circuit Court of Patrick County, Virginia, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described as tract numbers 1 through 21 in the survey comprise in the aggregate "**MISTY ACRES**", a general subdivision (herein called "subdivision"); and

WHEREAS, Declarant is about to sell and convey said tracts and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions" under a general plan or scheme of improvement for the benefit and complement of all of the tracts in the Subdivision, and of the future owners of said tracts;

NOW, THEREFORE, Declarant hereby declares that all of said tracts are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said tracts and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the survey and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part thereof subject to such Restrictions.

1. **Applicability:** These Restrictions shall apply to subdivided numbered tracts only. All subdivided tracts designated as Tract Numbers 1

through 21 shall be encumbered by the restrictions, covenants, conditions and changes as set out herein.

2. **Term:** These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until the 30th day of May, 2007, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, allowing one vote for each tract.

3. **Restrictions:**

- a. The tracts shall be used only for a single family residence and its customary accessory buildings, such as a garage or gardening/tool shed. The residence shall meet all state, county and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work.
- b. No single wide or double wide mobile homes, whether temporary or permanent shall be placed on the tract. Tow trailers and campers, tents and other like kind shelters may be placed temporarily on the lots for a maximum period of two (2) years.
- c. The tracts shall be maintained in a neat condition after completion of the construction of a dwelling house.
- d. No debris or junk, including but not limited to, old vehicles and appliances shall be kept on the property. All cars, trucks, boats or other vehicles must be properly registered and titled, unless kept inside a building.
- e. The tract owner shall not engage in any activities which would create a nuisance to other tract owners.
- f. The tract shall not be used for any commercial or industrial use; however, farming, keeping livestock, and in-home "cottage", industries are permitted, provided that no business signs shall be erected on the tract, and no feed lots, hog lots, dog kennels, or similar intensive agricultural activity shall be placed on the tract.
- g. No billboards, commercial signs or advertising of any nature shall be placed on any tract or structure, except temporary "for sale" signs or directional signs.
- h. The tract owner shall contribute \$100.00 per year on July 1st of each year to Declarant or their successors or assigns for the purpose of maintaining the easement of right of way serving and

continuing through the premises. Tracts 20 and 21 are exempt from this easement assessment.

- i. The tract owner shall be responsible for the repair of any damages to the roadway resulting from the willful or negligent acts of himself or his agents, employees or guests. The owner shall complete the repairs at his own expense within a reasonable time, but not later than thirty (30) days of written notice from Declarant or its successors or assigns.
- j. All private streets or roads providing service to the development shall be subject to an easement benefiting all tracts and shall be deemed appurtenant to each tract, whereby the owner of each such tract shall be entitled to use them as a means of ingress and egress. No additional right of way shall be granted to adjoining properties outside of the Subdivision except for additional lands owned by the Declarant which may be added to the Subdivision in subsequent phases.
- k. All roads in the Subdivision are private roads and it shall be the responsibility of all owners of such tracts to pay for the maintenance and upkeep of the roads and along the roadways.
- l. Each tract shall be encumbered by one or more utility easements for electric, phone, cable, etc. lines as shown on the survey.
- m. The Restrictions contained herein shall run with the land and be enforceable by the Declarant, its successors or assigns, including any home owner association created by the Tract owners served by the easement of right of way continuing through the premises.

4. **Grantee's Acceptance:** The Grantee of any tract subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such tract; consents to all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the Grantees and subsequent owners of each of the tracts within the Subdivision, to keep, observe, comply with, and perform said Restrictions and agreements.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

_____(SEAL)
LLOYD LEE BUMGARNER, JR.

_____(SEAL)
PATRICIA BUMGARNER

STATE OF VIRGINIA
COUNTY OF PATRICK, to-wit:

The foregoing has been subscribed to, acknowledged, to and sworn to this
____ day of _____, 2007, by **LLOYD LEE BUMGARNER, JR. and**
PATRICIA BUMGARNER, husband and wife, before me in my jurisdiction
aforesaid.

Notary Public

My Commission expires: _____