



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 – Pence Living Trust by and through Harry J Pence, Trustee

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

AUCTION DATE – Thursday, March 17th, 2022, at 4 PM

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

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

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.

OFFERING –

Legally described as:

Tax ID # 055-A-44; Consisting of +/-27 acres and improvements; Deed Book 2006, Page 014816

1524 Lusters Gate Rd., Blacksburg, VA 24060

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, March 17th, 2022, 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 place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$20,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, May 2nd, 2022**. 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

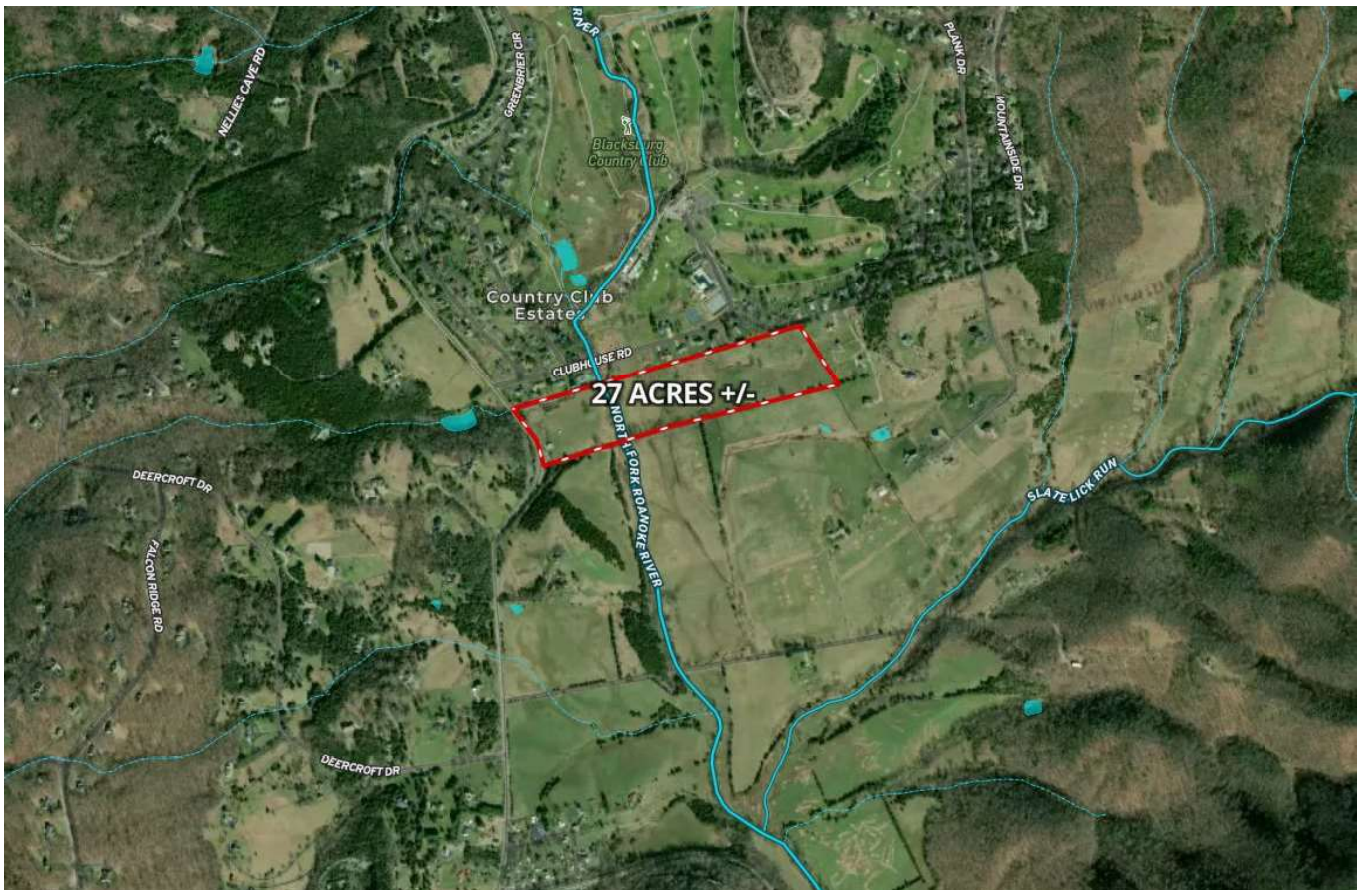
Virginia Auction Firm License #	2906000294
Virginia Real Estate Broker Firm License #	0226000240
North Carolina Auction Firm License #	10299
Tennessee Auction Firm License #	6202
Tennessee Real Estate Broker Firm License #	263941



Aerial

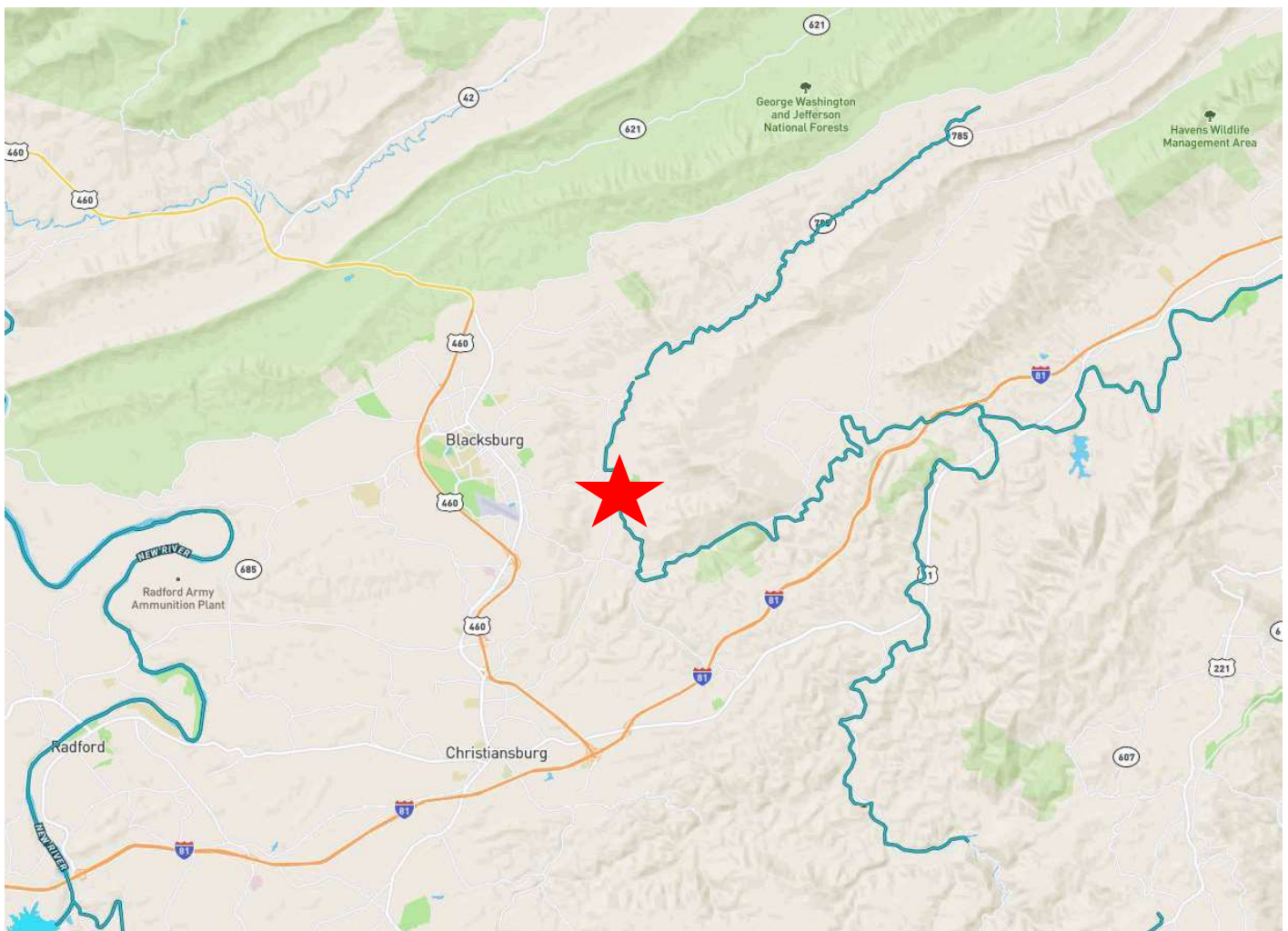


Neighborhood





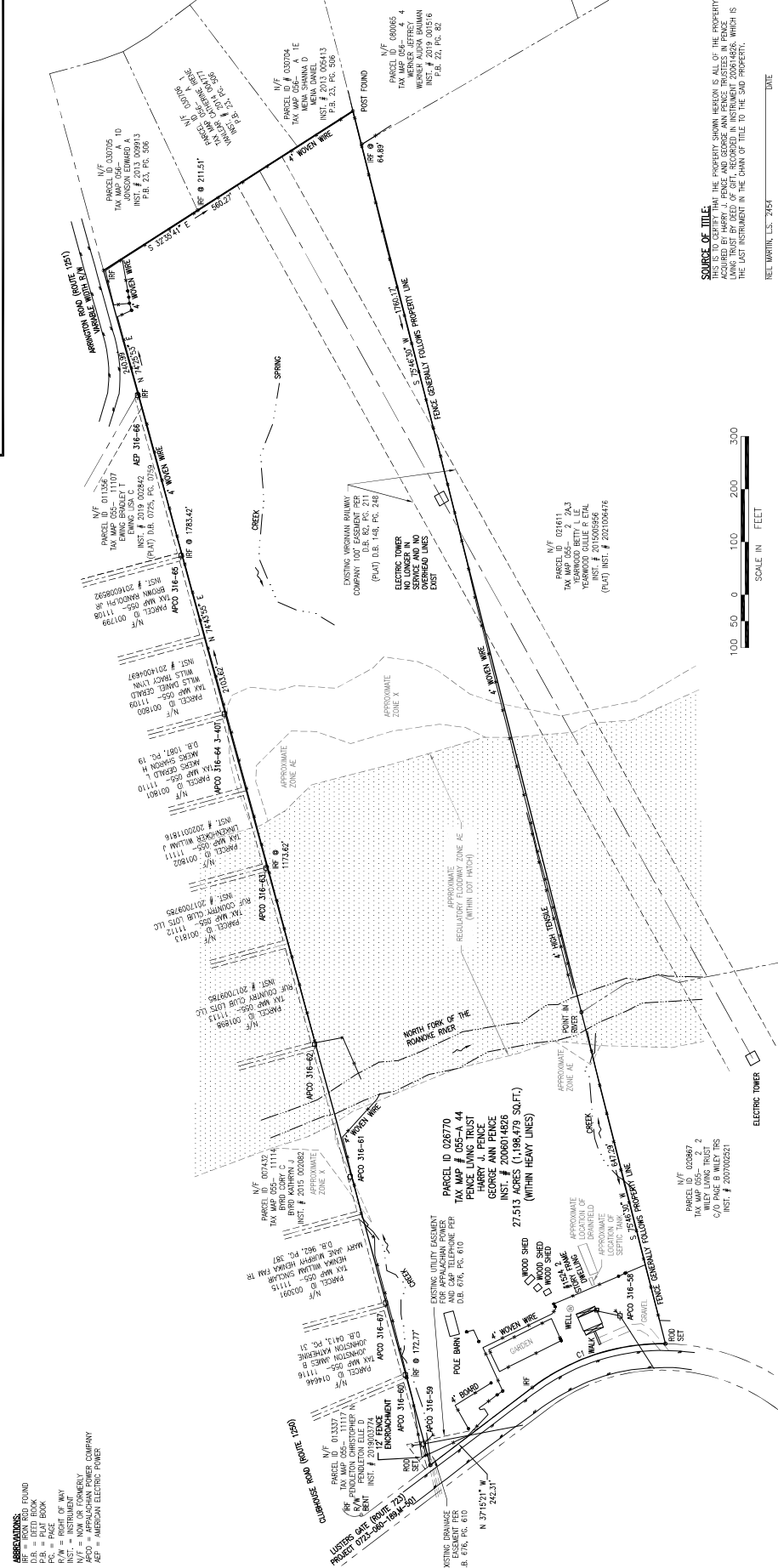
Location





Topo





NEIL MARTIN, L.S. 2454 DATE

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD DISTANCE	CHORD BEARING
C1	406.91'	270.37'	140.39'	0.38°03'51"	265.42'	N 181°26' W

ABBREVIATIONS:
 IRF = IRON ROD FOUND
 D.B. = DEED BOOK
 P.B. = PLAT BOOK
 P.G. = PAGE
 R/W = RIGHT OF WAY
 INST. = INSTRUMENT
 N/F = NOW OR FORMERLY
 A/F = APPALACHIAN POT
 AEP = AMERICAN ELECTRICAL

- [illegible]

Parcel ID: 026770

PENCE LIVING TRUST C/O HARRY J PENCE ETAL TRS
1524 LUSTERS GATE RD

Owners

Owner1	PENCE LIVING TRUST
Owner2	C/O HARRY J PENCE ETAL TRS
Mailing Address	765 CARSON DR
Mailing Address2	
City, State, Zip	CHRISTIANSBURG VA 24073

Parcel

Tax Map Number	055- A 44
Property Address	1524 LUSTERS GATE RD
City, State, Zip	BLACKSBURG VA 24060
Neighborhood Code	MR315000
Class Code/Description	5000/Ag/Undeveloped 20-99 Acres
Use Code/Description	100/AGRICULTURAL LAND 20-99 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	L/LAND USE
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	
Notes:	NICE PASTURE LAND EXT NEEDS PAINT
Notes:	
Notes:	
Notes:	3
Notes:	4

Legal Description

Legal Description 1	N F R
Legal Description 2	
Tax District Code/Description	MMT/MOUNT TABOR
Deeded Acres	26.998
Deed Book	2006
Page	014826



Montgomery County, Virginia

AGRICULTURAL (A-1)

A-1 District: Agricultural (A-1) districts preserve and enhance the low-density character and the natural resources of the rural areas of the county where agriculture, forests, and open space uses are dominant. Residential development is allowed under the guidelines and density established by the sliding scale. Lands qualifying for inclusion in the Agricultural (A-1) district shall be within areas mapped as rural or resource stewardship in the Comprehensive Plan. The A-1 zoning areas are not served by public water and sewer and are not in close proximity to other public services. The minimum area required to create an A-1 district is ten (10) acres of contiguous land.

What can I do by right in an A-1 District?

There are uses that are designated as "by right" which means you do not have to apply for a special use permit. The uses do, however, have to comply with all approved plans and permits, development standards, and performance standards included in the Montgomery County Zoning Ordinance and with all other applicable regulations. The "by right" uses include:

- Agriculture
- Agriculture, intensive
- Agriculture, small-scale
- Amateur radio tower
- Bed and breakfast homestay
- Cemetery
- Church
- Dwelling, single family
- Farm Enterprise
- Fire, police and rescue stations
- Home occupation
- Manufactured (mobile) home, Class A or B
- Natural Area
- Park, unlighted
- Pet, farm
- Pet, household
- Playground, unlighted
- Public utility lines, water, sewer and other
- Public Use/Public Facility
- Sawmill, Temporary
- School
- Solar Energy System, minor (no more than 50% of parcel or 1 acre, whichever is less)
- Telecommunication tower, attached
- Veterinary practice, animal hospital

Temporary family healthcare structures are allowed, subject to the requirements of Sec. 10-41 (2A).

Accessory structures are also allowed, subject to the requirements of Sec. 10-41 (1).

What uses require a Special Use Permit?

Some uses are allowed in the A-1 district with the permission of the Board of Supervisors through the Special Use Permit process (applications available from the Planning Dept.). These include:

- Accessory structures greater than the principal structure in height and/or size**
- Amateur radio tower greater than 75 ft.
- Bed and breakfast inn
- Boarding house
- Campground
- Camp, boarding
- Civic club
- Contractor's storage yard
- Country club
- Country inn
- Custom meat cutting, processing and packaging
- Day care center
- Disposal facility, landfill
- Exploratory activities associated with extractive industries
- Extractive industry & accessory uses, including, but not limited to, the mining of minerals, operation of oil and gas wells
- Farm enterprise with less than 40 ft. of public road frontage**
- Flea Market
- Game preserve
- Garden center
- General store or specialty shop (gross floor area of 2,000 sq. ft. or less)
- Golf course
- Golf driving range
- Grain mill, feed mill
- Home business
- Junkyard, automobile graveyard
- Kennel, commercial*
- Livestock market
- Park, lighted
- Park and ride lot
- Playground, lighted
- Public utility plant, water or sewer (not including distribution or collection lines), or other
- Public utility substation
- Recreational vehicle park
- Recycling collection point
- Repair shop, automotive*
- Restaurant (gross floor area of 2,000 sq. feet or less)
- Rural resort
- Sawmill
- School of special instruction
- Shooting range*
- Slaughterhouse
- Solar energy system, major (More than 50% of parcel or greater than 1 acre in project area)
- Solid waste collection point
- Stable, commercial
- Stone engraving and sales
- Structure, non-residential, over 20,000 gross sq. ft
- Structure, 40+ ft. in height
- Telecommunications tower, freestanding
- Transition House

* Special use restrictions apply to automotive repair shops, kennels, and shooting ranges. See section 10-21 (7).

** Special use requests reviewed by the Board of Zoning Appeals

Building & Lot Requirements

Each zoning district has different lot and building requirements; which are meant to insure the compatibility of new development with the existing development in the surrounding area.

Minimum Lot Area:

1 acre

Lot Access:

Lots must be accessible from a VDOT road or from a hard-surface private street designed by a professional engineer to meet current VDOT subdivision street requirements. There are two exceptions:

- 1) One (1) lot divided from a parent parcel may be served by a private access easement at least forty (40) feet in width and connected to a road in the VDOT system.
- 2) A lot in a family subdivision may use a twenty (20) ft. easement to connect the lot to a road currently in the VDOT system.

Maximum Coverage:

No more than twenty percent (20%) of lot may be covered by buildings and no more than thirty percent (30%) of any lot shall be covered by impervious surfaces.

Minimum Width:

120 feet at the minimum setback line of the front yard. Frontage requirements for family subdivisions and public utilities or public water and sewer installation lots shall be in accord with the Montgomery County Zoning and Subdivision

Ordinance.

Maximum Length/Width Ratio:

Five to one (5:1) for any lot less than 20 acres in area.

Minimum Yards: (Also see 10-41(15) (d) for setback from intensive agricultural operations):

- Front: 40 feet
- Side: 15 feet for each principal structure
- Rear: 40 feet

Accessory Buildings:

Accessory buildings must be a minimum of ten (10) feet from side or rear lot lines.

Maximum Building Height:

No building or structure, except for exempted structures provided for in Section 10-2(5)(b) of the Zoning Ordinance, shall exceed 40 feet in height, as defined, except by Special Use Permit and that for every 1 foot above 40 feet, the building or structure shall be set back an additional 2 feet up to a maximum of 100 feet.

Subdivision Sliding Scale

Sliding Scale is one method the County uses to decrease the density of development in the Agricultural (A-1) and Conservation (C-1) districts.

The maximum gross density is the maximum number of lots one can create by subdividing a parent parcel. Each parcel in the county which existed when the current zoning ordinance was approved (12/13/1999) is considered a parent parcel.

In the Agricultural (A-1) District, the maximum number of lots one can create is determined by the amount of land in each parent parcel (see table below). For example, if you have between 3.0 to 10.0 acres of land, you can subdivide that land into three lots. A lot must be at least one (1) acre in size. So, if your parent parcel is only 2.3 acres, you will only be able to create two lots.

How you subdivide your parent parcel depends on the size of lots you want to create, on the number of lot assignments you want to assign to each lot, and on the availability of an onsite water supply and adequate wastewater treatment (which may further limit the number of lots).

Permissible Density: Sliding Scale	
Size of Parent Parcel	Number of Permitted Lots
Less than 1 acre	0 lots
Less than 2 acres	1 lot
Less than 3 acres	Up to 2 lots
3.0 to 10.0 acres	Up to 3 lots
10.01 to 30.0 acres	Up to 4 lots
30.01 to 50.0 acres	Up to 5 lots
50.01 to 70.0 acres	Up to 6 lots
70.01 to 90.0 acres	Up to 7 lots
90.01 to 110.0 acres	Up to 8 lots
110.01 to 130.0 acres	Up to 9 lots
More than 130.0 acres	Add 1 lot per additional 20 acres

Lots which have been created from a parent parcel cannot be further subdivided unless more than one lot assignment was given to the parcel during the initial subdivision of the property.

For additional information contact:
Montgomery Co. Planning & GIS Services
755 Roanoke Street, Suite 2A
Christiansburg, VA 24073
Phone: 540-394-2148 Fax: 540-381-8897

A zoning permit and/or site plan may be required to proceed with the uses listed on this data sheet. See section 10-53 of the Montgomery County Code, or call the Planning Department, to determine the required development approvals.

This sheet is intended to only be a guide for development regulations in this zoning district. Please see Chapter 10 of the Montgomery County Code for the specific regulations. The full texts of the zoning and subdivision ordinances are available at the Planning Department Webpage or at www.municode.com.

A-1 Zoning

The existing zoning of this parcel is A-1 Agricultural. Based on the available lot assignments, this lot could be subdivided into up to 4 lots. Each lot must meet the following lot requirements: Minimum Lot Size: 1 Acre; Minimum Road Frontage 120' along a state maintained road (1 lot may lack road frontage, but must be served by a 40' wide access easement connecting to a state road); each lot must meet the 5:1 length to width ratio. Each lot must have well and septic facilities identified, or must connect to the public system.

The lot lies in an area designated Residential Transition. This Comprehensive Plan designation would support a possible rezoning of the property to achieve greater density. Increased density/rezoning would require the construction of public roads and connections to public water and sewer. Any rezoning request would need to be approved by the Planning Commission and Board of Supervisors.

Tax Map #: 026770

THIS DEED OF GIFT, made on November 2, 2006 by and between, Harry J. PENCE and George Ann PENCE, Trustees, or their successors in trust, under the PENCE LIVING TRUST dated November 27, 2002 and any amendments thereto, **Grantor**, Harry J. PENCE and George Ann PENCE and Harry James PENCE, Trustees, or their successors in trust, under the PENCE LIVING TRUST dated November 2, 2006 and any amendments thereto, **Grantee**, whose mailing address is 1524 Lusters Gate Road, Blacksburg, Virginia 24060.

WITNESSETH:

That for no monetary consideration, and as a gift only, the said Grantor does hereby grant and convey with General Warranty and English Covenants of Title unto the said Grantee, the following described property, to-wit:

Lying and being in the Mt. Tabor Magisterial District of Montgomery County, Virginia, on the waters of the North Fork of Roanoke River, on the south side of State Route No. 723, about five (5) miles east of the Town of Blacksburg, and more particularly bounded and described as follows, to wit:

TRACT NO. I

BEGINNING at a point at a common line with the Blacksburg Country Club located on the easterly side of Virginia State Route 603; thence along Virginia State Route 603, in a southerly direction approximately 525 feet, more or less, to a point in a line common with Wiley; thence in an easterly direction along the Wiley tract approximately 590 feet, more or less, to a point in the Roanoke River; thence continuing across the River in an easterly direction, along the boundary line of Yearwood, approximately 1,764 feet, more or less, to a point; thence in a northerly direction approximately 525 feet, more or less, to a point in the line of the Blacksburg Country Club; thence along the line of the Blacksburg Country Club across the Roanoke River approximately 2,354 feet, more or less, to the point of BEGINNING and containing the house or homeplace of George W. Arrington and approximately 27 acres, more or less.

TRACT NO. II

Parcel 1 originally containing 56.13 acres, more or less, and Parcel 2 containing 98.7 acres, more or less, which are more fully described in the deeds referenced therein, excepting therefrom the 27 acres, more or less, as set out in Tract I of this deed.

It is understood by the parties hereto that upon execution of that deed, that Georgeann Arrington Pence will be the sole owner to Tract I containing 27 acres, more or less, and that Jack L. Arrington will own a two-third (2/3) interest and Foster S. Arrington a one-third (1/3) interest in the remainder of the property owned by George W. Arrington at his death.

IT BEING the same property conveyed to the grantor herein by deed dated November 27, 2002, from Georgeann Arrington Pence, and recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, Instrument Number 2002017204.

WITH THE PARTY OF THE SECOND PART TO HAVE AND TO HOLD the said property as Trustees of the PENCE LIVING TRUST, or their successors in trust, under the PENCE LIVING TRUST, dated November 27, 2002 with the appurtenances thereunto belonging upon the trust and for the purposes set forth herein and, under the said Trust Agreement, and with the following rights, powers and privileges, in accordance with Section 55-17.1 of the Code of Virginia, as amended:

1. Trustees, including any Successor Trustee, shall have the power to sell, lease encumber or otherwise dispose of the property herein described,
2. No one dealing with the Trustees, including any Successor Trustee, shall be required to make further inquiry as to the right of such Trustee to act,
3. No one dealing with the Trustees, including any Successor Trustee, shall inquire as to the disposition of any proceeds.

This conveyance is made expressly subject to the conditions, restrictions, reservations and easements, if any of record, constituting constructive notice.

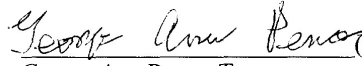
This conveyance remains subject to any mortgage or indebtedness which is in effect at the time of transfer and the undersigned acknowledge that they remain bound by the terms of the mortgage or indebtedness to which the property is subject.

**Exemption from recordation tax is claimed pursuant
to Section 58.1-811(A)(12) and Section 58.1-811(D)
of the Code of Virginia, 1950, as amended.**

This conveyance is also made subject to any such easements shown on the above mentioned plat as may affect said lot.

WITNESS the following signatures and seals:

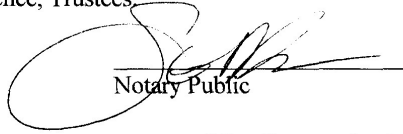
 (SEAL)
Harry J. Pence, Trustee

 (SEAL)
George Ann Pence, Trustee

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, to wit:

The foregoing instrument was acknowledged before me on November 2, 2006 by
Harry J. Pence and George Ann Pence, Trustees.


Notary Public

My Commission Expires
Sept. 30, 2008

DEED ONLY - NO TITLE EXAM

Prepared By: Anderson & Desimone, P. C., 4923 Colonial Avenue, Roanoke, Virginia 24018

INSTRUMENT #06014826
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
DECEMBER 27, 2006 AT 10:20AM
ALLAN C. BURKE, CLERK

RECORDED BY: LMW

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 17, 2022, between Pence Living Trust by and through Harry J Pence, Trustee owners 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 Montgomery, Virginia, and described as:

Tax ID # 055-A-44; Consisting of +/-27 acres and improvements; Deed Book 2006, Page 014816

Commonly known as – 1524 Lusters Gate Rd., Blacksburg, VA 24060

- 2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$20,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. Settlement Agent and Possession.** Settlement shall be made at _____ on or before May 2nd, 2022 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is 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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

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

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

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

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

6. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums,

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

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

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

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

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(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.

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

Pence Living Trust by and through Harry J Pence, Trustee (Seller) 03/7/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 03/17/22

Purchaser Name

Address

Phone # Email

(Purchaser signature) 03/17/22

Seller's Initials _____

Purchaser's Initials _____