



# 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** – Dan C. Delp and Sheila B. Delp

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, March 22<sup>nd</sup>, 2023 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:**

1. Tax ID #90-126; BACK CR, Parcel ID 27533; Consisting of +/- 75 acres and improvements

**More Commonly Known As:** 108 Curry Creek Rd., Fincastle, VA 24090

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, March 22nd, 2023, 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](mailto: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 **\$10,000** 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 8<sup>th</sup>, 2023**. 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) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
  
- 19) **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](mailto:Gallimore.matt@gmail.com)

**Individual State License #'s**

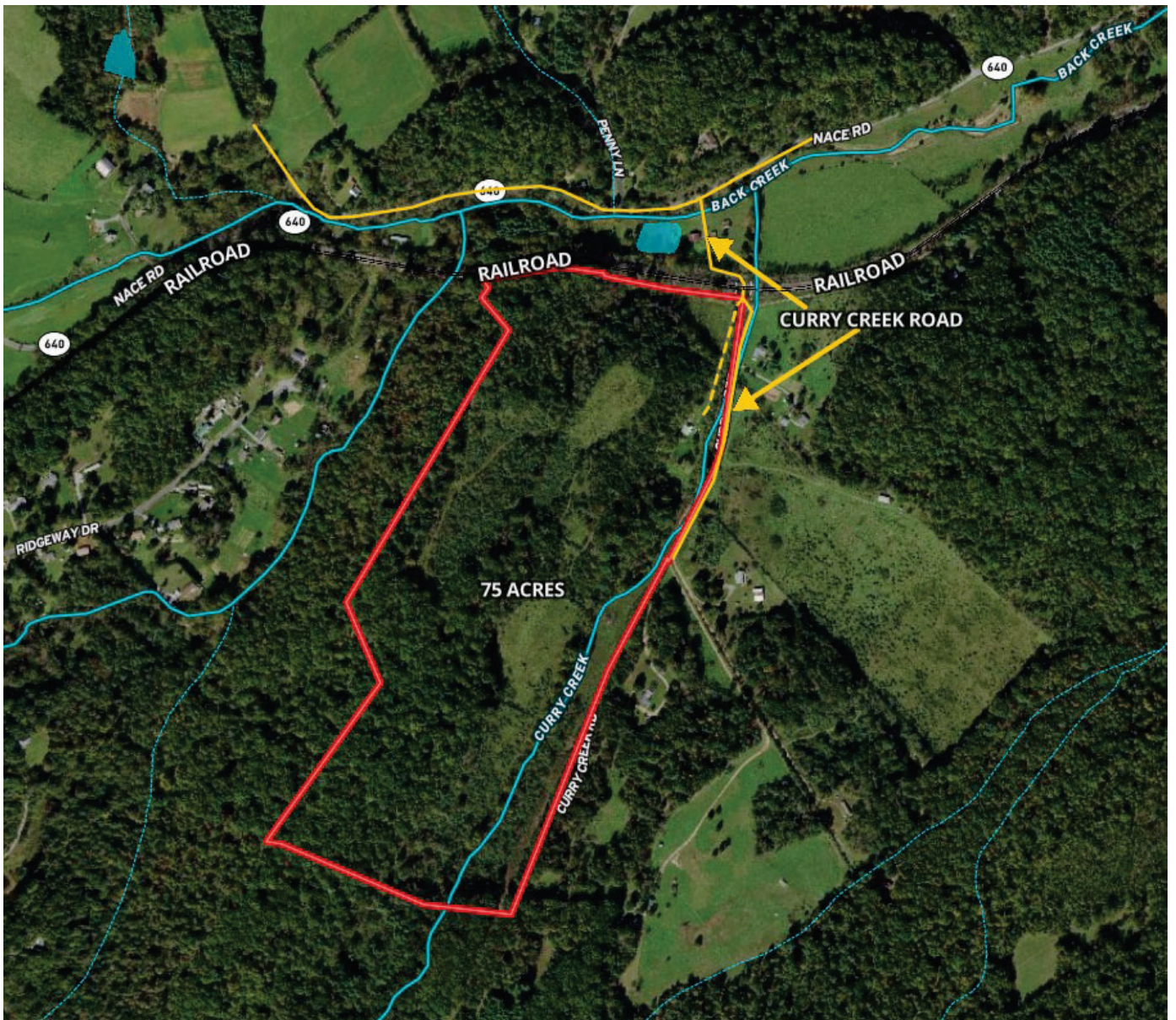
Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

# Aerial

+/- 75 acres

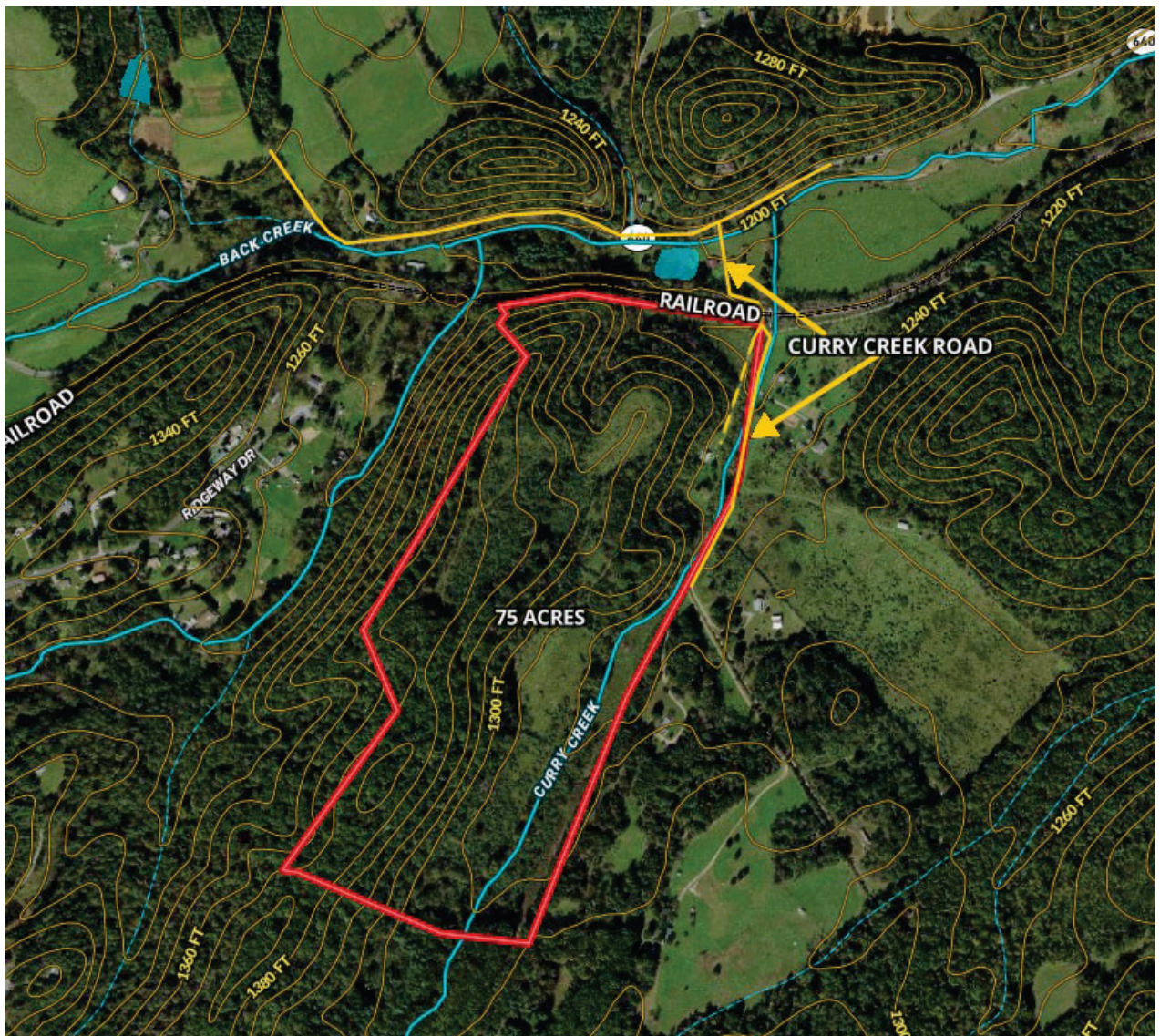




**Auction Services**

# Contour

+/- 75 acres



# GIS Map



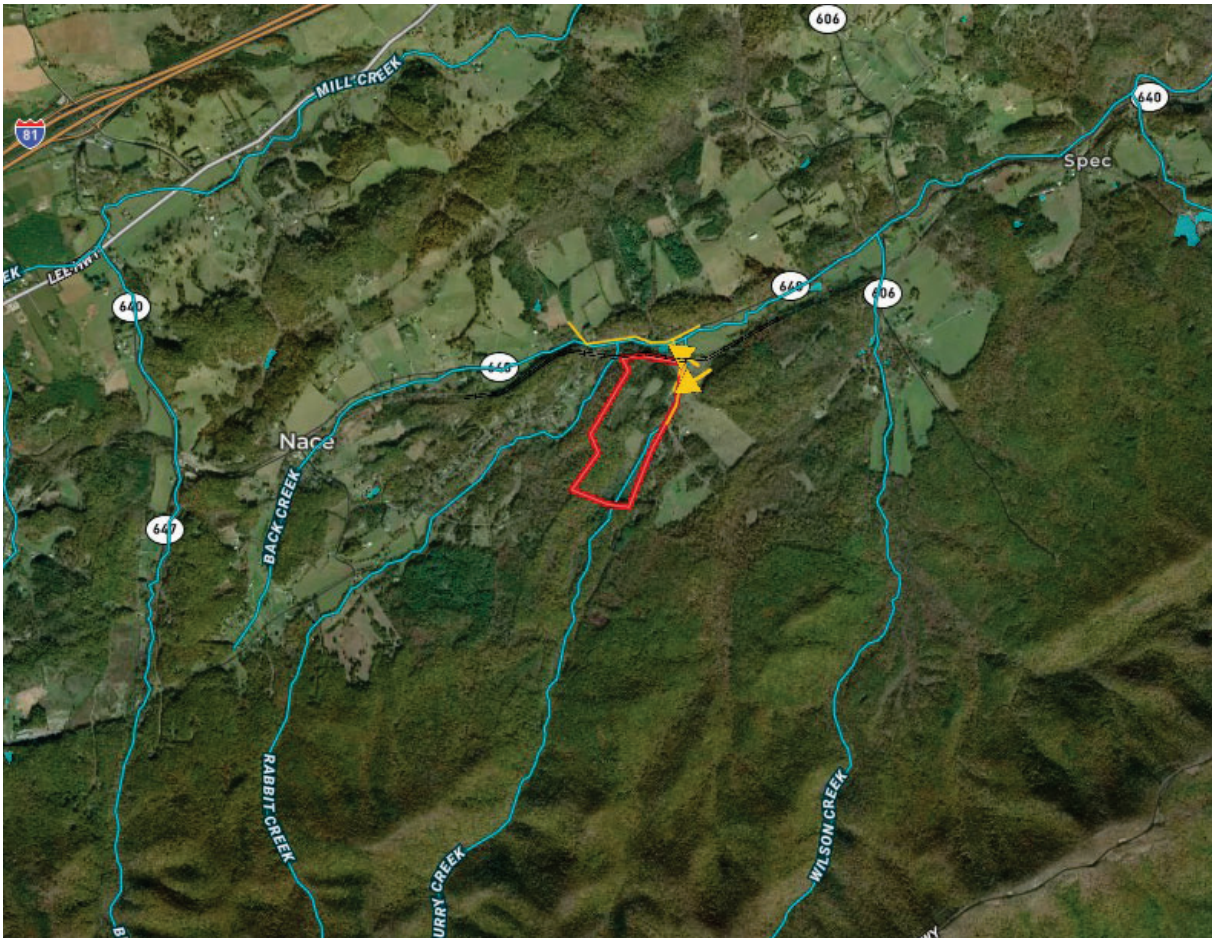
# Topo





# Neighborhood

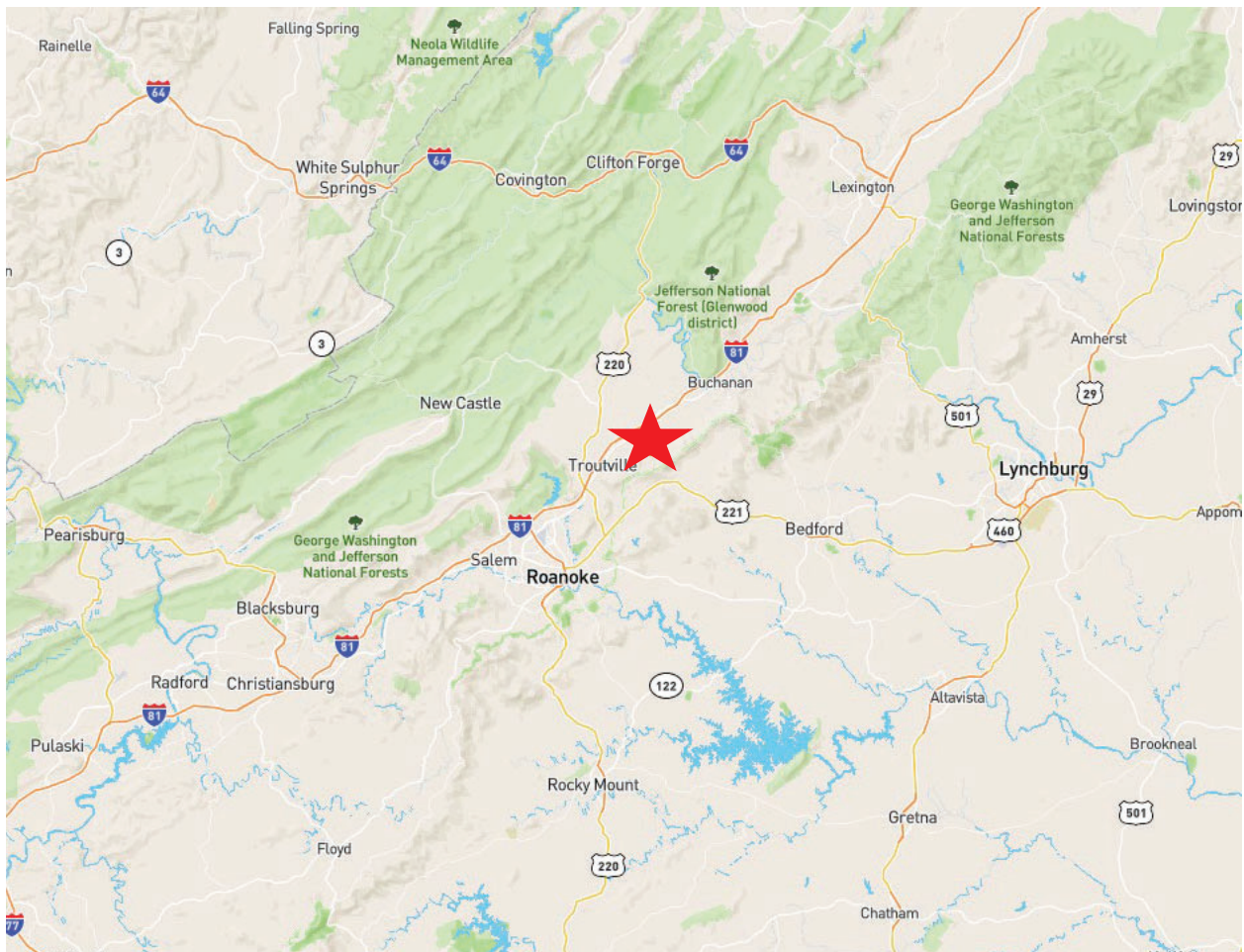
108 Curry Creek Rd.,  
Fincastle, VA 24090





# Location

108 Curry Creek Rd.,  
Fincastle, VA 24090



27533 DELP DAN CLARK & SHEILA B 108 CURRY CREEK RD 5

**ADMINISTRATIVE INFORMATION**

**OWNERSHIP**

**Tax ID 90-126**

**Printed 2/13/2023**

Card No. 1 of 1

PARCEL NUMBER  
27533

DELP DAN CLARK & SHEILA B  
1946 NACE ROAD  
FINCASTLE VA 24090

**TRANSFER OF OWNERSHIP**

Parent Parcel Number

BACK CR

Date

Property Address  
108 CURRY CREEK RD

Neighborhood  
7000 RT 11 EAST TROUT/ BUCH

Property Class  
5 5-Agricultural/Undev (20-99Ac)

# AGRICULTURAL

**VALUATION RECORD**

TAXING DISTRICT INFORMATION	Assessment Year	01/01/2006	01/01/2010	01/01/2016	01/01/2020	01/01/2020	01/01/2021
Jurisdiction 012	Reason for Change						
Area 001		2006 REVAL	2010 REVAL	2016 REVAL	Assessor Chg	2020 REVAL	LAND USE
District VALLEY	VALUATION	L 171600	195600	195600	195600	195600	240000
	0	B 22800	22400	21400	11900	24000	11900
		T 194400	218000	217000	207500	219600	251900

**Site Description**

Topography:  
Rolling

Public Utilities:  
Electric

Street or Road:  
Unpaved

Neighborhood:  
Static  
Zoning:  
A1-AGRICULTURAL

Legal Acres:

**LAND DATA AND CALCULATIONS**

Land Type	Rating Soil ID --or-- Actual Frontage	Measured Acreage --or-- Effective Frontage	Table Effective Depth	Prod. Factor --or-- Depth Factor --or-- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 Homesite		1.0000			1.00	18000.00	18000.00	18000	18000
2 Rural Undeveloped		55.0000			1.00	3000.00	3000.00	165000	165000
3 Rural Undeveloped		19.0000			1.00	3000.00	3000.00	57000	57000
4 Woodland		55.0000			1.00	250.00	250.00	13750	13750

DESC:  
ACCESS THRU UNDERPASS & FORD CREEK EO -10%  
STEEP TOPO REAR OF HOUSE  
FLOOD ZONE/NEAR RR  
RA20: 2020: DWL VACANT SINCE 2017

Supplemental Cards		Supplemental Cards
MEASURED ACREAGE	75.0000	TRUE TAX VALUE 240000
		Supplemental Cards
		<b>TOTAL LAND VALUE 240000</b>

**PHYSICAL CHARACTERISTICS**

Style: 112 Conventional  
Occupancy: Single family  
Story Height: 1.6  
Finished Area: 1717  
Attic: None  
Basement: None

**ROOFING**

Material: Metal  
Type: Gable  
Framing: Std for class  
Pitch: Medium 5/12-8/12

**FLOORING**

Sub and joists 1.0, 1.5  
Carpet 1.0, 1.5

**EXTERIOR COVER**

Wood siding 1.0, 1.5

**INTERIOR FINISH**

Drywall 1.0, 1.5

**ACCOMMODATIONS**

Finished Rooms: 5  
Bedrooms: 3  
Fireplaces:

**HEATING AND AIR CONDITIONING**

Primary Heat: Stove heat  
Lower /Bsmt 1 Full Upper Part Upper

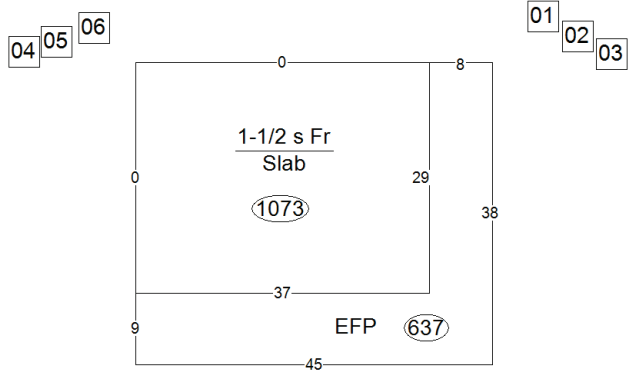
**PLUMBING**

#  
3 Fixt. Baths 1 3  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 5

**REMODELING AND MODERIZATION**

Amount Date

**IMPROVEMENT DATA**



Construction	Base Area	Floor	Finished Area Sq Ft
1 Wood frame	1073	1.0	1073
1 Wood frame	1073	1.5	644

**SPECIAL FEATURES**

**SUMMARY OF IMPROVEMENTS**

Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Constr	Eff Year	Cond	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Depr	Obsol Depr	Market Adj	% Comp	Value
D : SWL-PRIV	8000	D	DWELL	1.50		D	1935	1935	P	0.00	Y	0.00	0	117960	74	90	0	100	11900
		01	2SFR BLD	0.00	1	C	2000	2000	P	0.00	N	0.00	20x23	0	0	0	NV	100	0
		02	CB BLDG	0.00	4	C	2000	2000	P	0.00	N	0.00	7x8	0	0	0	NV	100	0
		03	FR BLDG	0.00	1	C	2000	2000	P	0.00	N	0.00	11x23	0	0	0	NV	100	0
		04	OLD FR C	0.00	1	C	2000	2000	P	0.00	N	0.00	13x30	0	0	0	NV	100	0
		05	FRAME BA	0.00	1	C	2000	2000	P	0.00	N	0.00	34x42	0	0	0	NV	100	0
		06	FR BLDGS	0.00	1	C	2000	2000	P	0.00	N	0.00	11x100	0	0	0	NV	100	0
<b>Data Collector/Date</b>		<b>Appraiser/Date</b>		<b>Neighborhood</b>		<b>Supplemental Cards</b>													
KC 07/10/2019		JL 10/01/2019		Neigh AV		<b>TOTAL IMPROVEMENT VALUE</b>		11900											

# BOTETOURT COUNTY, VA - REAL ESTATE PROPERTY RECORD CARD

Owner    DELP DAN CLARK SHEILA B 1946 NACE ROAD FINCASTLE, VA 24090	Tax Map    90-126 Legal Desc    BACK CR Parcel        27533 Legal Acres    75.0000 Fin Area       1717 Style          112 Conventional	Attic         None Basement     None Stories       1.6 Exterior      Wood siding Interior Finish    Drywall Construction    Wood frame
Location 108 CURRY CREEK RD FINCASTLE, 24090		

## Valuation Record

## LAND USE

Land:        240000                      Building: 11900                      Other:        0                      Total Val: 251900

## Transfer of Ownership

Date	Grantor	Doc #	Sale price
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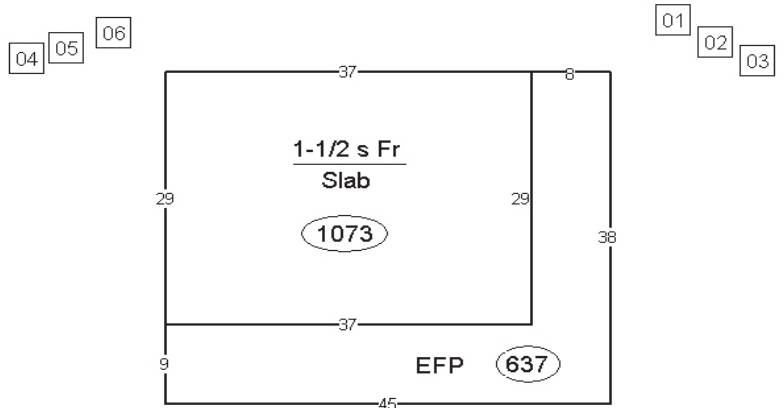
## Summary of Improvements

ID	Use	Strys	Const Type	Yr. Built	Cond	Feat-ures	Size	Value
D	DWELL	1.5		1935	P	Y	1717	11900
01	2SFR BLD	0	1	2000	P	N	20 X 23	0
02	CB BLDG	0	4	2000	P	N	7 X 8	0
03	FR BLDG	0	1	2000	P	N	11 X 23	0
04	OLD FR C	0	1	2000	P	N	13 X 30	0

Finished Rms	5	3 fixt. bath	1	Floor	Total Area	Finished
Bedrooms	3	2 fixt. bath	0	1.0	1073	1073
Fireplaces	0	Primary heat	Stove heat	1.5	1073	644
		Central AC	N			

## Public Utilities

Water  
 Sewer  
 Gas  
 Electric    Y



## DIVISION 1. - AGRICULTURAL DISTRICT A-1

## Sec. 25-71. - Purpose.

The Agricultural District A-1 is intended to preserve and enhance the rural character and natural resources of those portions of the county where agriculture, forest, rural residential and open space uses predominate, and to accommodate additional limited amounts of low density residential development that is not served by public water or wastewater systems.

This district is generally intended to apply to land within the current A-1 district on the date of adoption of this chapter and land designated in the comprehensive plan as being planned for agricultural, rural residential or private forest. Land in this district is generally not intended to be served with public water or wastewater.

(Res. of 1-1-02, § 2-101)

## Sec. 25-72. - Permitted uses.

The following uses are permitted by right, subject to compliance with all other requirements of this chapter, and all other applicable regulations:

- (1) Agriculture.
- (2) Agriculture, intensive, subject to standards of subsection 25-76(c).
- (3) Cemetery.
- (4) Church.
- (5) Dwelling, single-family.
- (6) Dwelling, accessory.
- (7) Group home.
- (8) Home occupation, subject to standards of section 25-435.
- (9) Mobile (manufactured) home, Class A or B, subject to standards of section 25-437.
- (10) Natural area.
- (11) Park, unlighted.
- (12) Playground, unlighted.
- (13) Sawmill, temporary.
- (14) Sawmill, small-scale.
- (15) School, public.
- (16) Telecommunications tower, attached, subject to standards of section 25-441.

- (17) Temporary family health care structure.
- (18) Temporary meteorological tower (MET), subject to standards of section 25-446(d).
- (19) Cabin or cottage, subject to standards of section 25-434.
- (20) Homestay, subject to standards of section 25-434.
- (21) Stable, commercial.

(Res. of 1-1-02, § 2-102; Res. No. 11-10-10, 10-25-11; Res. No. 15-06-18, 6-23-15; Res. No. 16-05-14, 5-24-16; Res. No. 16-05-15, 5-24-16; Res. No. 16-05-16, 5-24-16; Res. No. 16-05-17, 5-24-16; Res. No. 17-11-09, 11-28-17)

Sec. 25-73. - Uses permissible by special exception.

The following uses may be permitted by the board of supervisors as special exception uses, subject to the requirements of this chapter and all other applicable regulations:

- (1) Airport, private.
- (2) Animal hospital.
- (3) Antique shop.
- (4) Assisted living facility.
- (5) Boardinghouse, subject to standards of section 25-434.
- (6) Bed and breakfast, subject to standards of section 25-434.
- (7) Campground.
- (8) Cabin or cottage, resort, subject to standards of section 25-434.
- (9) Civic club.
- (10) Community center.
- (11) Correctional facility, adult.
- (12) Correctional facility, juvenile.
- (13) Country club.
- (14) Crematorium and/or funeral home.
- (15) Day care center.
- (16) Fire, police and rescue stations.
- (17) General store.
- (18) Golf course.
- (19) Grain mill, feed mill.
- (20) Heliport.
- (21) Home business, subject to standards of section 25-435.

- (22) Home business, rural, subject to standards of section 25-435.
- (23) Hunting lodge, game preserve.
- (24) Junkyard, automobile graveyard.
- (25) Kennel, commercial.
- (26) Kennel, private.
- (27) Landfill.
- (28) Livestock market.
- (29) Medical care facility.
- (30) Nursery, production.
- (31) Nursery, retail (garden center).
- (32) Park and ride lot.
- (33) Park, lighted.
- (34) Pet farm.
- (35) Playground, lighted.
- (36) Public recycling collection points.
- (37) Public utility trunk lines, other (gas, electric, communications).
- (38) Public utility trunk lines, water or sewer.
- (39) Public utility plants, other (gas, electric, communications).
- (40) Public utility plants, water or sewer.
- (41) Public utility maintenance facility or storage yard.
- (42) Public utility substations (gas, electric, communications).
- (43) Recreational vehicle park, subject to standards of section 25-434.
- (44) Roadside stand.
- (45) Rural resort, subject to standards of section 25-434.
- (46) Rural retreat, subject to standards of section 25-434.
- (47) Sawmill.
- (48) School, private.
- (49) Shooting range.
- (50) Slaughterhouse, includes custom meat cutting, processing and sales.
- (51) Special events facility.
- (52) Reserved.
- (53) Storage yard.

- (54) Structures, non-residential, totaling in excess of twenty thousand (20,000) gross square feet, but not greater than thirty-nine thousand nine hundred ninety-nine (39,999) gross square feet.
- (55) Telecommunications tower, free-standing, subject to standards of section 25-441.
- (56) Temporary meteorological tower (MET), subject to standards of section 25-446(e).
- (57) Wind energy system, utility-scale, subject to standards of section 25-446.
- (58) Structures in excess of forty (40) feet, as provided for in section 25-75(a)(2) and section 25-75(b)(2), unless otherwise provided for in this chapter or as exempted as provided for in section 25-15(b).

(Res. of 1-1-02, § 2-103; Res. No. 03-04-12, 4-15-03; Res. No. 06-04-19, 4-25-06; Res. No. 07-05-15, 5-22-07; Res. No. 11-10-10, 10-25-11; Res. No. 13-04-18, 4-23-13; Res. No. 14-11-21, 11-25-14; Res. No. 15-06-18, 6-23-15; Res. No. 16-05-14, 5-24-16; Res. No. 16-05-15, 5-24-16; Res. No. 16-05-16, 5-24-16; Res. No. 16-05-17, 5-24-16; Res. No. 17-11-09, 11-28-17; Res. No. 19-01-16, 1-22-19)

Sec. 25-74. - Lot requirements.

(a) *Conventional development option.*

- (1) Minimum lot area. Two and one-quarter (2.25) acres; one and one-quarter (1.25) acres for family subdivisions provided that the lot has frontage on a state-maintained road or a twenty-foot easement to a state-maintained road is dedicated and recorded.
- (2) Maximum lot coverage. Fifteen (15) percent.
- (3) Lot access. Lots shall be accessed from a public road currently in the Virginia Department of Transportation (VDOT) system or from a road designed and constructed so as to be accepted into the VDOT system, except in the case of family subdivisions.
- (4) Minimum lot width. One hundred fifty (150) feet at the minimum setback line of front yard.
- (5) Wastewater disposal. All lots must meet health department requirements for individual wastewater disposal (or be served by approved public or community sewer service), and drainfields shall be located only on the lot that is served by that drainfield.

(b) *Cluster A-1 development option.*

- (1) Maximum gross density: One (1) lot per two and one-quarter (2.25) acres, except one and one-quarter (1.25) acres for family subdivisions provided that the lot has frontage on a state-maintained road or a twenty-foot easement to a state-maintained road is dedicated and recorded and that the average lot size of all lots on the tract is not less than two and one-quarter (2.25) acres. The maximum gross density may be reduced to one and one-half (1.5) acres when served by either public (or community) water or sewer facilities.
- (2) Minimum lot area (maximum net density).

- a. *Cluster lots*: Nine thousand (9,000) square feet.
  - b. *Conservation lots*: Three (3) acres.
- (3) Maximum lot coverage.
- a. *Cluster lots*: Fifty (50) percent.
  - b. *Conservation lots*: Twenty (20) percent.
- (4) Lot access.
- a. Cluster lots shall be accessed from a public road currently in the Virginia Department of Transportation (VDOT) system or from a road designed and constructed so as to be accepted into the VDOT system.
  - b. Conservation lots may be accessed by private access easements at least twenty (20) feet in width to a state-maintained road for up to two (2) lots and shall be increased by ten (10) feet for each additional lot served up to a maximum of five (5) lots served.
  - c. *Pipestem lots*. Cluster lots may be pipestem lots as defined herein, subject to approval by the planning commission in conjunction with preliminary plat.
  - d. *Conservation lots*. Any conservation lot may be a pipestem lot.
- (5) Minimum lot width.
- a. *Cluster lots*. Seventy (70) feet at the minimum setback line of front yard.
  - b. *Conservation lots*. For conservation lots fronting public roads existing on the date of adoption of this chapter or new public roads built by the applicant after the date of adoption of this chapter, three hundred (300) feet at the minimum setback line of the front yard.
- (6) Open space required for cluster option. A minimum of fifty (50) percent of the gross acreage of the tract must be preserved by a permanent open space easement, recorded with the record plat of subdivision, which may be placed upon land that is owned and maintained in any one (1) or more of the following ways:
- a. Conservation lots, as defined herein.
  - b. Open space owned and maintained by a public entity acceptable to the board of supervisors.
  - c. Open space owned and maintained by a homeowner's association.

(Res. of 1-1-02, § 2-104; Res. No. 17-11-09, 11-28-17; Res. No. 20-05-09, 5-26-20)

Sec. 25-75. - Building requirements.

(a) *Conventional A-1 Development Option*.

- (1) Minimum yards (building setbacks).
  - a.

*Front:* Sixty (60) feet.

- b. *Rear:* Thirty (30) feet.
- c. *Side:* Twenty (20) feet
- d. *Accessory buildings:* Fifteen (15) feet from a side or rear lot line; not permitted in front yard setback.

(2) Maximum height of buildings and structures. Forty (40) feet, except for exempted structures provided for in section 25-15(b) of this chapter, and except by special exception in which case for every one (1) foot above forty (40) feet, the building or structure shall be set back an additional two (2) feet up to a maximum of sixty (60) feet.

(b) *Cluster A-1 development option.*

(1) Minimum yards.

a. *Front.*

- 1. For cluster lots: Twenty-five (25) feet.
- 2. For conservation lots: Forty (40) feet.

b. *Side.*

- 1. For cluster lots: Ten (10) feet.
- 2. For conservation lots: Twenty (20) feet.

c. *Rear.*

- 1. For cluster lots: Thirty-five (35) feet.
- 2. For conservation lots: Forty (40) feet.

d. *Accessory buildings.* Fifteen (15) feet from a side or rear lot line; not permitted in front yard setback.

(2) Maximum height of buildings and structures. Forty (40) feet, except for exempted structures provided for in section 25-15(b) of this chapter, and except by special exception in which case for every one (1) foot above forty (40) feet, the building or structure shall be set back an additional two (2) feet up to a maximum of sixty (60) feet.

(Res. of 1-1-02, § 2-105; Res. No. 11-10-10, 10-25-11; Res. No. 17-11-09, 11-28-17; Res. No. 20-05-09, 5-26-20)

Sec. 25-76. - Use limitations.

(a) *Individual septic systems (cluster option).* All lots (conservation and cluster) shall meet health department requirements for individual wastewater disposal, except that drainfields may be located on an adjacent lot (cluster, conservation or open space lot). All off-site drainfields shall be placed within a dedicated utility access easement for the benefit of the lot which the drainfield serves.

(b)

*Public water and wastewater service.* Lots may be served by public or community water and sewer service which meets the provisions of the county's comprehensive plan and all design standards set forth by the county, including:

- (1) When a water or sewer service distribution/collection line is located within three hundred (300) feet of an existing lot, such lot may be connected to that distribution line.
  - (2) When a water or sewer service distribution/collection line is located within three hundred (300) feet of any lot within an existing recorded subdivision, all lots in such subdivision may connect to that line, provided that all lots along the distribution/collection line within the subdivision shall connect to the service line.
  - (3) The design of all pipes, pumps, and other elements of community water or sewer systems must meet the design standards of the Western Virginia Water Authority.
- (c) *Intensive agriculture on small lots.* Intensive agricultural activities are not permitted on lots of less than five (5) acres where the primary use of the lot is residential.

(Res. of 1-1-02, § 2-106; Res. No. 20-05-09, 5-26-20)

Secs. 25-77—25-90. - Reserved.

THIS DEED OF EXCHANGE, made and entered into this 23rd day of July, 1996, by and between, WILLIAM R. CONNER, CHRISTINE H. CONNER, CHRISTINE C. GIBSON, MARY VIRGINIA C. HOWELL, IRENE C. THACKER, CASSIE C. GUILLIAMS LOWE and MYRTLE LOUISE CONNER, parties of the first part, and DAN CLARK DELP AND SHEILA B. DELP, husband and wife, parties of the second part;

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION OF the sum of One (\$1.00) Dollar cash in hand paid, and the conveyance of the hereinafter described tract of land, the said parties of the first part do hereby grant, bargain, sell and convey with General Warranty and English Covenants of Title, unto the said Dan Clark Delp and Sheila B. Delp, husband and wife, as tenants by the entirety, with the right of survivorship, as at common law, parties of the second part, the following described tract of land, to-wit:

All that certain tract, or parcel of land lying and being in the Amsterdam District of Botetourt County, about one mile from Nace Virginia. Containing 75 acres, more or less, being the same land which was conveyed to O. L. Fralin and Naomi Fralin by Cora Lee Aliff and W. S. Aliff by deed dated June 14th 1928, and conveyed to Costly Dickerson and Rosa Dickerson by O. L. Fralin and Naomi Fralin by their deed dated April 29th 1930, and recorded in deed book "U" at page 142 of the Botetourt Circuit Court Clerks Office, and therein described by meets and bounds as follows:

BEGINNING at a point on the line of the N. & W. Ry. right of way, opposite center of culvert under big fill, thence in a south direction to a locust, thence in said direction to a fence post, thence to an apple tree, thence to a red oak marked as pointer, thence N. 88 W. 21-6/10 poles to a red oak, now down, on the west side of Chestnut Gap Branch, N. 72 1/2 W. 50 poles to a corner of S.R. Stricklers land now owned by Parks), thence with the same N. 36 E, 53-

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ASTLE, VIRGINIA 24000

6/10 poles to the upper edge of a large rock pile, N. 26 at 24 poles to three chestnuts at 30 N. 29 3/4 E. 83 poles to a pine on top of ridge, N. 18 3/4 W. 19-2/10 poles to a point on right of way of said rail road, and thence with said right of way line as it meanders 75-6/10 poles to the Beginning.

This conveyance is made subject to any water right which W.W. Poff may have to the use of water from pipeline from spring on this property.

And being the same property conveyed unto Ernest V. Conner and Clarice C. Conner, husband and wife, by deed dated December 15, 1931, and recorded in the aforementioned Clerk's Office in Deed Book Y, at Page 173. The said Clarice C. Conner died intestate many years ago leaving surviving her widower, the said Ernest V. Conner, and the following seven (7) children as her sole heirs at law: William R. Conner, Lander V. Conner, Christine C. Gibson, Mary Virginia C. Howell, Irene c. Thacker, Cassie C. Guilliams Lowe and Myrtle Louise Conner. The said Ernest V. Conner died April 18, 1982, and by his will recorded in said Clerk's Office in Will Book 28, at Page 654, (Item II) divided his interest in said property to his said seven (7) children. Lander V. Conner thereafter died intestate leaving the said Christine H. Conner his widow as his sole heir at law. By virtue of the foregoing the said parties of the first have acquired full fee simple title to the property conveyed herein

This conveyance is subject to all recorded restrictions, reservations, conditions and easements affecting the lands hereby conveyed.

AND, THAT FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar cash in hand paid, and the conveyance of the above-mentioned tract of land, the said parties of the second part do hereby grant, bargain, sell and convey with General Warranty of and English Covenants of Title, a life estate unto the said Myrtle Louise Conner with remainder in fee simple in six equal shares to

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ASTLE, VIRGINIA 21000

said William R. Conner, Christine H. Conner, Christine C. Gibson, Mary Virginia C. Howell, Irene C. Thacker, and Cassie C. Guilliams Lowe, as tenants in common, the hereinafter described parcels or tracts of land, to-wit:

**Parcel I:** Beginning at an iron stake on the south side of Virginia Secondary Highway No. 640, a common corner to the properties of Lloyd A. Delp and Dan Clark Delp; thence with the south side of said highway, N. 89° 25' 40" E. 50.00 feet to an iron stake, a new corner; thence with a new division line thru the property of Lloyd A. Delp, S. 23° 25' 45" E. 419.17 feet to an iron stake on the northerly right-of-way of the Norfolk & Western Railway; thence with same and with a curved line to the left, having a radius of 3852.83 feet a chord bearing an distance of N. 88° 19' 41" W. 179.97 feet and an arc distance of 179.99 feet to an iron stake, a corner to Dan Clark Delp; thence with same N. 05° 32' 40" W. 380.64 feet to the point of Beginning, containing 1.00 acre, situate about 3/4 mile east of Nace as shown on plat of survey made by David Dick & Associates, Engineers and Surveyors, dated December 2, 1975.

**PARCEL II:** Beginning at an iron pin on the southerly right-of-way line of State Route #640, corner to the 6.017 acre parcel of Lloyd A. Delp, et ux; thence leaving said #640 and with the line of Lloyd Delp S. 05° 32' 40" E. 380.64 feet to an iron pin on the right-of-way line of the Shenandoah division of the Norfolk & Western Railway; thence with the line of the same, with a chord bearing S. 88° 02' 24" W. 308.41 feet to an iron pin; thence with a new and division line through the lands of Maxey R. Delp, N. 05° 32' 40" W. 351.49 feet to an iron pin set on the right-of-way line of said Route #640; thence with said line of Route #640 the following courses and distances: N. 74° 16' 40" E. 61.91 feet to an iron pin; N. 80° 43' 30" E. 98.90 feet to an iron pin; N. 87° 21' 20" E. 148.39 feet to the place of beginning and containing 2.623 acres, more or less, as being shown on the plat thereof dated September 24, 1973 made by David Dick and Associates, Engineers and Surveyors. And being the same property conveyed unto Dan Clark Delp and Sheila B. Delp, husband and wife, by Dan

Clark Delp and Sheila B. Delp, his wife, by deed dated August 28, 1978, and recorded in the aforementioned Clerk's Office in Deed Book 246, at Page 708.

This conveyance is subject to all recorded restrictions, reservations, conditions and easements affecting the lands hereby conveyed.

WITNESS the following signatures and seals:

William R. Conner (SEAL)  
William R. Conner

Christine H. Conner (SEAL)  
Christine H. Conner

Christine C. Gibson (SEAL)  
Christine C. Gibson

Mary Virginia C. Howell (SEAL)  
Mary Virginia C. Howell

Irene C. Thacker (SEAL)  
Irene C. Thacker

Cassie C. Williams Lowe (SEAL)  
Cassie C. Williams Lowe

Myrtle Louise Conner (SEAL)  
Myrtle Louise Conner

Dan Clark Delp (SEAL)  
Dan Clark Delp

Sheila B. Delp (SEAL)  
Sheila B. Delp

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by William R. Conner, this 26 day of July, 1996.

Melanie A. Caldwell  
Notary Public

My commission expires: 2-28-97.

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Christine H. Conner, this 26 day of July, 1996.

Melanie A. Caldwell  
Notary Public

My commission expires: 2-28-97.

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Christine C. Gibson, his 26 day of July, 1996.

Melanie A. Caldwell  
Notary Public

My commission expires: 2-28-97.

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Mary Virginia C. Howell, this 26 day of July, 1996.

Melanie A. Caldwell  
Notary Public

My commission expires: 2-28-97.

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SHELLE VIRGINIA 24001

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Irene C. Thacker, his 26 day of July, 1996.

Melanie H. Caldwell  
Notary Public

My commission expires: 2-28-97.

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Cassie C. Guilliams Lowe, this 26 day of July, 1996.

Melanie H. Caldwell  
Notary Public

My commission expires: 2-28-97.

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Myrtle Louise Conner, his 26 day of July, 1996.

Melanie H. Caldwell  
Notary Public

My commission expires: 2-28-97.

STATE OF Virginia  
CITY/COUNTY OF Botetourt, to-wit:

The foregoing instrument was acknowledged before me by Dan Clark Delp and Sheila B. Delp, husband and wife, this 26 day of July, 1996.

Melanie H. Caldwell  
Notary Public

My commission expires: 2-28-97.

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MBO AND TUCKER  
ARLIE, VIRGINIA 22000

VIRGINIA: In the Office of the Clerk of the Circuit Court of Botetourt County JULY 26 19 96. This deed was this day presented in said office and with certificate thereto annexed admitted to record 11:17 o'clock A. m. after payment of tax imposed by Sec. 58-54.1.

ST 233.85 CT 77.95 TF 2.00 TT 3.00 CF 16.00 120 78.00 220 78.00

Teste: Tommy L. Moore, Clerk By: Shirley Charlis D.C.

July 26, 1996  
10:00 a.m.

Mr. and Mrs. Dan Clark Delp  
Botetourt County, Virginia

Re: 75 acres, Amsterdam Magisterial District

Dear Mr. and Mrs. Delp:

Pursuant to your request I have examined the title to the above-styled tract or parcel of land lying and being in Botetourt County, Virginia, beginning with a deed dated December 15, 1931, and recorded in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, in Deed Book Y, at Page 173.

I find no objection to the title to said property except as follows:

- I. Prior Liens and Deeds of Trust: None
- II. Delinquent Taxes: None
- III. Easements, Reservations and Restrictions:
  - (a) Out conveyance Norfolk and Western R.R. .3 acre, dated April 28, 1936, recorded Deed Book Y, at Page 265.
  - (b) Appalachian Power Company Public Utility Easement, dated January 29, 1947, in Deed Book 58, at Page 162.
  - (c) Strip land for road Botetourt County, dated March 31, 1984, in Deed Book 296, at Page 826.
  - (d) Appalachian Power Company Public Utility Easement dated July 21, 1987, recorded in Deed Book 336, at Page 416.
  - (e) Rollback taxes for the county of Botetourt.

IV. Other Matters:

This opinion excepts and excludes the following matters:

(a) Matters of physical survey or matters that might be revealed by survey of said property.

(b) 1996 real estate taxes which shall be due and payable on December 5, 1996, or taxes subsequent thereto.

(c) Matters outside the scope of the records of said Clerk's Office and matters of record not within the time encompassed by this opinion which affect the title to said property.

(d) Exception is made for any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

(f) Exception is made for possible liability for additional taxes resulting from preferential assessment under "Land Use" Assessment.

Unless otherwise stated in writing, this opinion is for use of the addressee hereof only.

Based on the assumption that the records of said Clerk's Office affecting this property have been properly kept and indexed, I am of the opinion that William R. Conner, Christine H. Conner, Myrtle Louise Conner, Christine C. Gibson, Irene C. Thacker, Cassie C. Guilliams Lowe, and Mary Virginia C. Howell, are seised in fee simple of said property and may convey the same subject to the foregoing.

Respectfully submitted,

TRUMBO AND TUCKER

By: PAUL A. TUCKER  
ATTORNEY

PAT/mts  
T2/Delp

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 22, 2023, between Dan C. Delp and Sheila B. Delp 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 Botetourt, Virginia, and described as:

1. Tax ID #90-126; BACK CR, Parcel ID 27533; Consisting of +/- 75 acres and improvements

**More Commonly Known As:** 108 Curry Creek Rd., Fincastle, VA 24090

**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 \$10,000 (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 8th, 2023 ("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.

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,

Seller’s Initials \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_

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 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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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.

\_\_\_\_\_  
Dan C. Delp (Seller) 03/22/2023

\_\_\_\_\_  
Sheila B. Delp (Seller) 03/22/2023

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) 03/22/2023

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) 03/22/2023

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_