



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 – Bernard R Huff and Deborah L Wayland Trust by and through Deborah L Wayland, Trustee and Bernard Huff Inc.

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

AUCTION DATE – Wednesday, August 30th, 2023 at 3 PM

*** Bids at 3 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:

Offering #1: Tax ID #782671702500000; Consisting of +/- 8.02 acres and improvements as described in DB 13325 Page 279; Dale Magisterial District

Offering #2: Tax ID #783671053; Consisting of +/- 10 acres & improvements; Dale Magisterial District

More Commonly Known As: 4321 Kingsland Rd., Richmond, VA 23237
4301 Kingsland Rd., Richmond, VA 23237

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, August 30th, 2023 at 3 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 **Kaitlyn Harman 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 \$10,000 per tract. 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, October 16th, 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 2 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 off 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
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

JACK C. DUNN, JR.
DB. 2999 PG. 819
GPN: 78267160200000

STATE GRID

K.R. HOLMAN & K.M. HOLMAN TRS.
DB. 11248 PG. 259
GPN: 78267140250000

N 6° 01' 57" W → 1011.97'
SEE DB 11078, PG 336

N 38° 59' 32" E 826.13
E 2,299,610.14

PARCEL 'A'
7.834 AC.
GPN: 78267102500000
B.R. HUFF & D.L. WAYLAND TRS.
DB. 13325 PG. 279
4321 KINGSLAND ROAD

NOTE:
THESE PARCELS ARE NOT WITHIN
A FEMA DESIGNATED FLOOD
HAZARD AREA,
SEE PANEL NO. 51041001G4D.

PARCEL 'B'
10.330 AC.
GPN: 783671053100000
BERNARD A. HUFF, INC.
DB. 2067 PG. 806
4301 KINGSLAND ROAD

CATHERINE H. ATKINS
WB. 477 PG. 435
GPN: 782671579100000

DONALD J. DENTON
DB. 3424 PG. 568
GPN: 782671809000000

STATE ROUTE NO. 611
KINGSLAND ROAD
VAR. WIDTH R/W

0.34 MI. TO
HOPKINS RD.

**PLAT SHOWING 2 PARCELS OF
LAND LYING ON THE SOUTH LINE
OF STATE ROUTE NO. 611**

DALE DISTRICT CHESTERFIELD COUNTY, VA.
DATE: AUGUST 7, 2023 SCALE: 1"=100'

WOODROW K. COFER, INC.
CERTIFIED LAND SURVEYOR
POWHATAN, VIRGINIA
(804) 598-2014

JN: 4345



WOODROW K. COFER
Lic. No. 0404000207

NOTE:
THIS SURVEY OF EXISTING PARCELS
AND DOES NOT DEPICT ANY CHANGES
TO PRESENT COUNTY PROPERTY MAP.

JOHN H. LEAKE
CORA M. LEAKE
DB. 895 PG. 202
GPN: NONE

"TREMONT" - SEC. C

PIELS ROAD
30' R/W

LOT 1

LOT 15

LOT 16

LOT 8

LOT 16

LOT 7

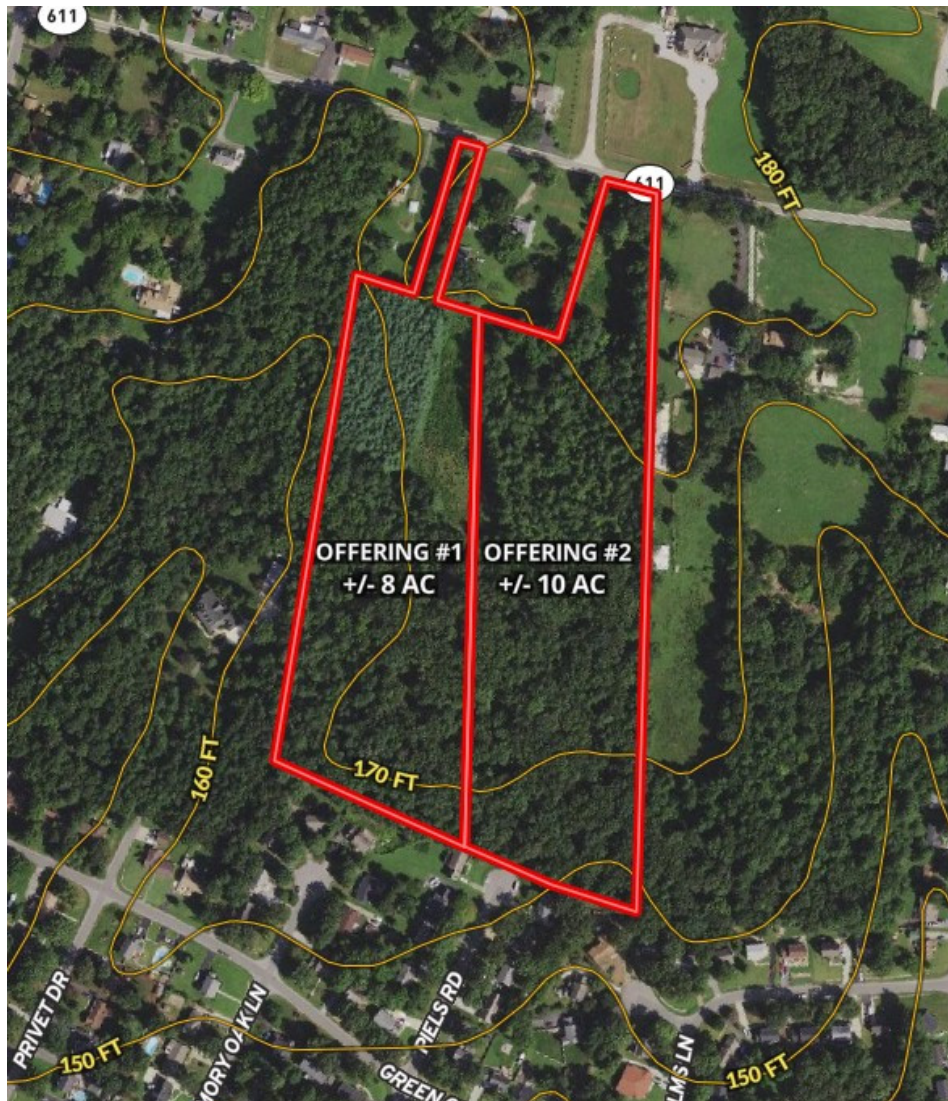
LOT 6

Aerial



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Topo



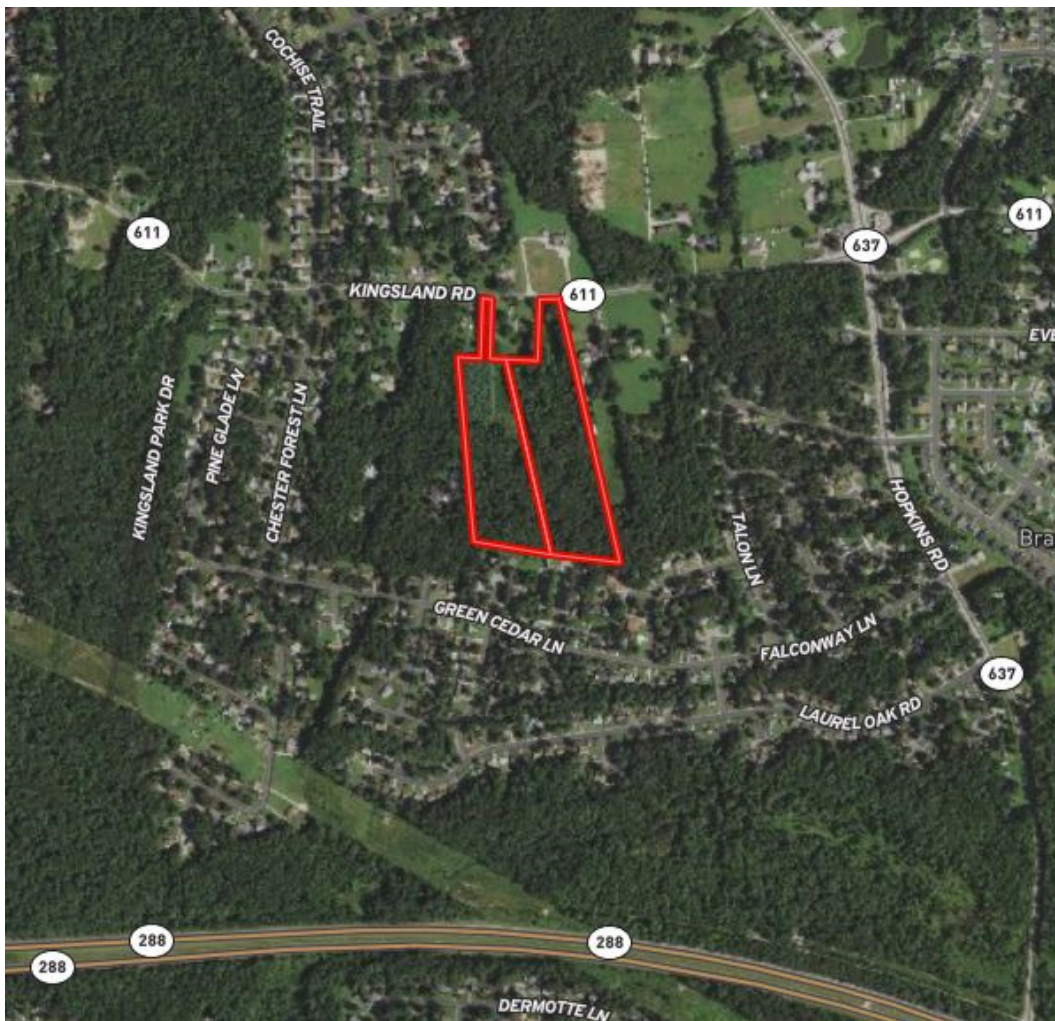
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

Offering 1: 4321 Kingsland Rd.,
Richmond, VA 23237

Offering 2: 4301 Kingsland Rd.,
Richmond, VA 23237

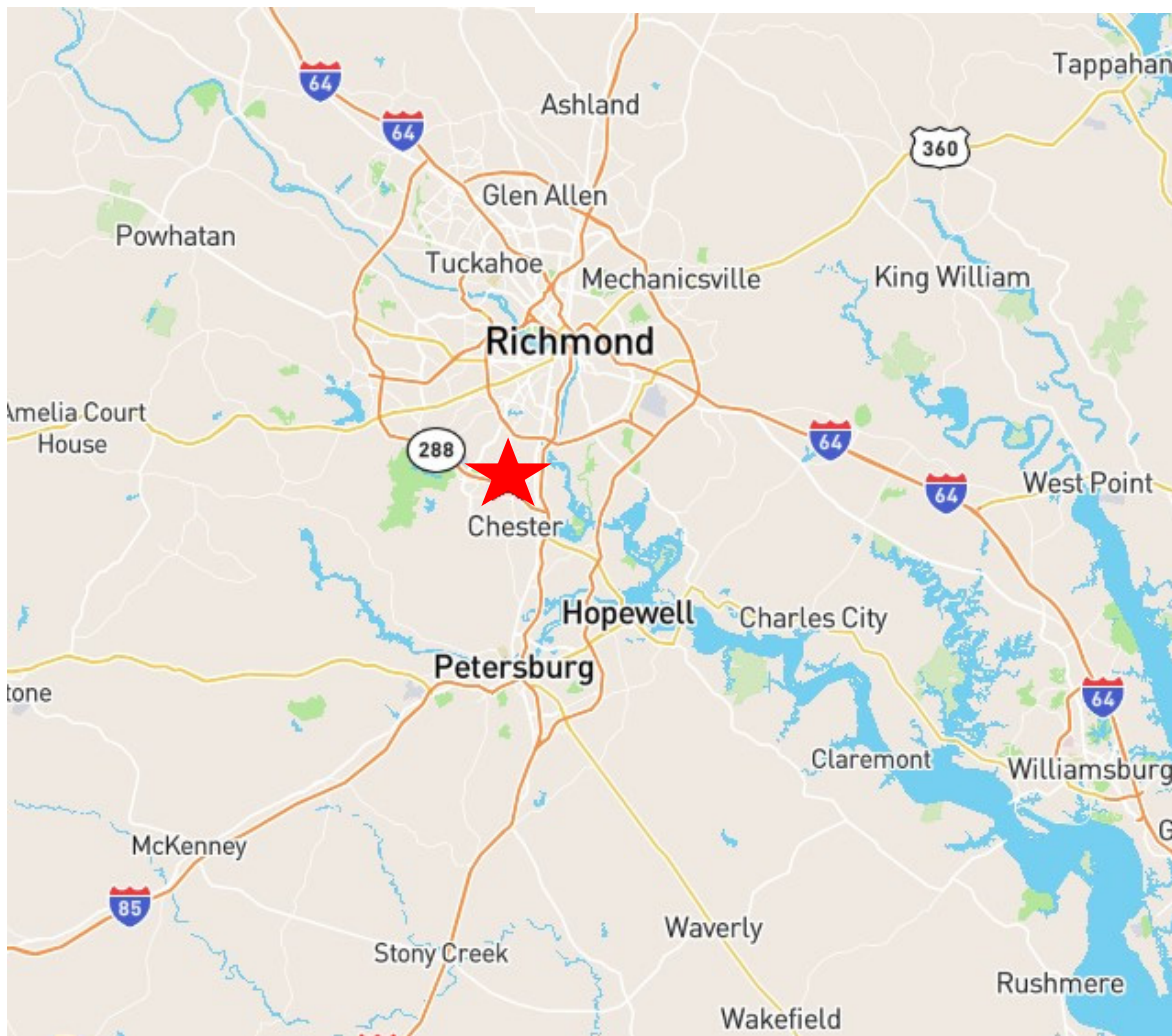




Location

Offering 1: 4321 Kingsland Rd.,
Richmond, VA 23237

Offering 2: 4301 Kingsland Rd.,
Richmond, VA 23237





4321 KINGSLAND ROAD

Parcel ID: 782671702500000

Real Estate Account: 422508001

Tax Account: 100935

Overview

2023 Assessment	Last Sale (03/26/2021)
\$81,700.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 782671702500000	HUFF B R & WAYLAND D L TRS
Real Estate Account: 422508001	603 SUSSEX CT
Property Class: SINGLE FAM RES. (URBAN)	BETHANY BEACH DE 19930-9697
Magisterial District: DALE	SINGLE FAM RES. (URBAN)
Deeded Acreage: 8.002 acre(s)	
Legal Description	
S/L KINGSLAND RD PARCEL B	

Current Tax Information

Tax Account: 100935	Current balance, as of 06/12/2023
January 1 Owner: HUFF B R & WAYLAND D L TRS	
CDA/Special Assessment:	\$0.00

2023 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$81,700.00	\$0.00	\$81,700.00
Adjusted	\$81,700.00	\$0.00	\$81,700.00

2023 Tax Rate Per \$100: \$0.91
Annual Tax: \$743.48

Tax Account History

2023(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$371.74	\$0.00	\$0.00	\$0.00	\$(-371.74)	\$0.00

2022(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$363.40	\$0.00	\$0.00	\$0.00	\$(-363.40)	\$0.00

2022(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$363.40	\$0.00	\$0.00	\$0.00	\$(-363.40)	\$0.00

2021(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.70	\$0.00	\$0.00	\$0.00	\$(-366.70)	\$0.00

2021(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.70	\$0.00	\$0.00	\$0.00	\$(-366.70)	\$0.00

2020(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2020(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2019(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2019(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2018(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2018(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2017(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2017(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2016(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2016(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2015(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2015(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$36.62	\$23.52	\$30.00	\$(-456.38)	\$0.00

2014(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2014(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$366.24	\$0.00	\$0.00	\$0.00	\$(-366.24)	\$0.00

2013(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2013(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2012(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2012(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$362.43	\$0.00	\$0.00	\$0.00	\$(-362.43)	\$0.00

2011(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$407.08	\$0.00	\$0.00	\$0.00	\$(-407.08)	\$0.00

2011(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$407.08	\$0.00	\$0.00	\$0.00	\$(-407.08)	\$0.00

2010(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.63	\$0.00	\$0.00	\$0.00	\$(-415.63)	\$0.00

2010(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.63	\$0.00	\$0.00	\$0.00	\$(-415.63)	\$0.00

DISCLAIMER

Please note that the real estate tax bill information located on this website is not the official real estate tax accounts receivable records of Chesterfield County. The official real estate tax accounts receivable records are located in the Treasurer's Office and may include additional collection fees. While the Treasurer's Office has attempted to ensure that the accounts receivable data contained herein is accurate, Chesterfield County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. This service is not intended as a title search and the tax bills presented through this service may NOT represent all taxes due on a parcel as tax I.D. splits/changes are not reflected. Please contact the Treasurer's Office at (804) 748-1201 during normal business hours to obtain the total amount due on the parcel including any additional collection fees.

MAKE CHECKS PAYABLE AND MAIL TO:
TREASURER, CHESTERFIELD COUNTY
P.O. BOX 70, CHESTERFIELD, VA 23832

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
HUFF B R & WAYLAND D L TRS	\$0.00	03/26/2021	7	13325	279	0	0	0	0
HUFF BERNARD R	\$0.00	01/16/2008	1	0	0	344	177	0	0
HUFF BERNARD & PATRICIA A	\$0.00	01/01/1900	1	1777	681	0	0	0	0

Assessments

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2023	01/01/2023	\$81,700.00	\$0.00	\$0.00	\$81,700.00
2022	01/01/2022	\$79,000.00	\$0.00	\$0.00	\$79,000.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2021	01/01/2021	\$77,200.00	\$0.00	\$0.00	\$77,200.00
2020	01/01/2020	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2019	01/01/2019	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2018	01/01/2018	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2017	01/01/2017	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2016	01/01/2016	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2015	01/01/2015	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2014	01/01/2014	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2013	01/01/2013	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2012	01/01/2012	\$76,300.00	\$0.00	\$0.00	\$76,300.00
2011	01/01/2011	\$85,700.00	\$0.00	\$0.00	\$85,700.00
2010	01/01/2010	\$87,500.00	\$0.00	\$0.00	\$87,500.00
2009	01/01/2009	\$87,500.00	\$0.00	\$0.00	\$87,500.00
2008	01/01/2008	\$87,500.00	\$0.00	\$0.00	\$87,500.00
2007	01/01/2007	\$67,500.00	\$0.00	\$0.00	\$67,500.00
2006	01/01/2006	\$63,000.00	\$0.00	\$0.00	\$63,000.00
2005	01/01/2005	\$52,600.00	\$0.00	\$0.00	\$52,600.00
2004	01/01/2004	\$52,600.00	\$0.00	\$0.00	\$52,600.00
2003	01/01/2003	\$51,800.00	\$0.00	\$0.00	\$51,800.00
2002	01/01/2002	\$51,800.00	\$0.00	\$0.00	\$51,800.00
2001	01/01/2001	\$43,900.00	\$0.00	\$0.00	\$43,900.00
2000	01/01/2000	\$43,800.00	\$0.00	\$0.00	\$43,800.00
1999	01/01/1999	\$42,900.00	\$0.00	\$0.00	\$42,900.00
1998	01/01/1998	\$40,500.00	\$0.00	\$0.00	\$40,500.00
1997	01/01/1997	\$39,600.00	\$0.00	\$0.00	\$39,600.00
1996	01/01/1996	\$39,600.00	\$0.00	\$0.00	\$39,600.00
1995	01/01/1995	\$40,000.00	\$0.00	\$0.00	\$40,000.00
1994	01/01/1994	\$40,000.00	\$0.00	\$0.00	\$40,000.00
1993	01/01/1993	\$40,000.00	\$0.00	\$0.00	\$40,000.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
1992	01/01/1992	\$40,000.00	\$0.00	\$0.00	\$40,000.00
1991	01/01/1991	\$40,000.00	\$0.00	\$0.00	\$40,000.00

Residential Buildings



No residential buildings available

Commercial Buildings



No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: 8.002 acre(s) Flood Plain: 0 acre(s) Easement: 0 acre(s) RPA (Resource Protection Area): 0 acre(s)	County Water: Not Available County Sewer: Not Available Well: Connected Septic: Connected	Gas: Not Available Electricity: Connected	Paved Streets: Available Storm Drains: Not Available Curbing: Not Available
Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov , or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections			

Zoning

A-AGRICULTURAL
Always contact the Chesterfield County Planning Department (call 804-748-1050, email planning@chesterfield.gov , or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Remarks

3/29/2021 (OWN)

3-29-21: 7 PARCELS WERE CONVEYED IN D.B.13325-279 TO BERNARD R HUFF & DEBORAH L WAYLAND TRUSTEES OF THE BERNARD R HUFF REVOCABLE TRUST DATED 12-20-04, 772-659-8179 WITH .748 ACS, 772-659-7971 WITH .145 ACS, 774-673-1046 WITH 1.000 ACS, 782-671-7025 WITH 8.002 ACS, 775-673-2747 WITH 2.820 ACS, 768-611-0386 WITH 60.670 ACS & 794-667-9305 WITH 1.720 ACS, TOGETHER TOTALING 75.105 ACS 3-26-21.

5/9/1990 (MAP)

8.002 ACS. FROM: HUFF BERNARD 80-8(1)9 NOW VOID. 12-18-15: BOUNDARY LINE AGREEMENT IN DB 11078 PG 336 12-14-15.

Sketches



No sketches available

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the ownership and subdivision plat information available on this website are not the official records. The official ownership records and subdivision plats are located in the Clerk of Circuit Court's office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data, ownership or subdivision plat information.

Real Estate Assessment Data

v.2.1.3-20230503.3



4301 KINGSLAND ROAD

Parcel ID: 783671053100000

Real Estate Account: 167282001

Tax Account: 102387

Overview

2023 Assessment	Last Sale (01/17/1990)
\$92,500.00	\$80,000.00
Property Info	Owner
Parcel ID: 783671053100000	HUFF BERNARD A INC
Real Estate Account: 167282001	P O BOX 37385
Property Class: SINGLE FAM RES. (URBAN)	NORTH CHESTERFIELD VA 23234
Magisterial District: DALE	SINGLE FAM RES. (URBAN)
Deeded Acreage: 10 acre(s)	
Legal Description	
KINGSLAND ROAD	

Current Tax Information

<p>Tax Account: 102387</p> <p>January 1 Owner: HUFF BERNARD A INC</p> <p>CDA/Special Assessment:</p>	<p>Current balance, as of 06/12/2023</p> <hr/> <p>\$0.00</p>
--	--

2023 Assessment

	Taxable Land Value	Building value	Total Value
Original	\$92,500.00	\$0.00	\$92,500.00
Adjusted	\$92,500.00	\$0.00	\$92,500.00

2023 Tax Rate Per \$100: \$0.91
Annual Tax: \$841.76

Tax Account History

2023(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$420.88	\$0.00	\$0.00	\$0.00	\$(-420.88)	\$0.00

2022(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$411.70	\$0.00	\$0.00	\$0.00	\$(-411.70)	\$0.00

2022(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$411.70	\$0.00	\$0.00	\$0.00	\$(-411.70)	\$0.00

2021(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.63	\$0.00	\$0.00	\$0.00	\$(-415.63)	\$0.00

2021(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.63	\$0.00	\$0.00	\$0.00	\$(-415.63)	\$0.00

2020(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2020(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2019(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2019(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2018(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2018(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2017(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2017(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2016(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2016(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2015(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2015(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$41.52	\$26.67	\$30.00	\$(-513.39)	\$0.00

2014(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2014(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$415.20	\$0.00	\$0.00	\$0.00	\$(-415.20)	\$0.00

2013(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2013(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2012(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2012(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$410.88	\$0.00	\$0.00	\$0.00	\$(-410.88)	\$0.00

2011(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$460.75	\$0.00	\$0.00	\$0.00	\$(-460.75)	\$0.00

2011(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$460.75	\$0.00	\$0.00	\$0.00	\$(-460.75)	\$0.00

2010(2nd half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$470.25	\$0.00	\$0.00	\$0.00	\$(-470.25)	\$0.00

2010(1st half): \$0.00

	Tax	Penalty	Interest	Fees	Adjustments/Payments	Total Due
Real Estate	\$470.25	\$0.00	\$0.00	\$0.00	\$(-470.25)	\$0.00

DISCLAIMER

Please note that the real estate tax bill information located on this website is not the official real estate tax accounts receivable records of Chesterfield County. The official real estate tax accounts receivable records are located in the Treasurer's Office and may include additional collection fees. While the Treasurer's Office has attempted to ensure that the accounts receivable data contained herein is accurate, Chesterfield County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. This service is not intended as a title search and the tax bills presented through this service may NOT represent all taxes due on a parcel as tax I.D. splits/changes are not reflected. Please contact the Treasurer's Office at (804) 748-1201 during normal business hours to obtain the total amount due on the parcel including any additional collection fees.

MAKE CHECKS PAYABLE AND MAIL TO:
TREASURER, CHESTERFIELD COUNTY
P.O. BOX 70, CHESTERFIELD, VA 23832

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
HUFF BERNARD A INC	\$80,000.00	01/17/1990	1	2067	806	0	0	0	0
THURSTON DANIEL M	\$8,800.00	06/05/1973	1	1083	404	0	0	0	0


Assessments

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2023	01/01/2023	\$92,500.00	\$0.00	\$0.00	\$92,500.00
2022	01/01/2022	\$89,500.00	\$0.00	\$0.00	\$89,500.00
2021	01/01/2021	\$87,500.00	\$0.00	\$0.00	\$87,500.00


Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
2020	01/01/2020	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2019	01/01/2019	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2018	01/01/2018	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2017	01/01/2017	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2016	01/01/2016	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2015	01/01/2015	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2014	01/01/2014	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2013	01/01/2013	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2012	01/01/2012	\$86,500.00	\$0.00	\$0.00	\$86,500.00
2011	01/01/2011	\$97,000.00	\$0.00	\$0.00	\$97,000.00
2010	01/01/2010	\$99,000.00	\$0.00	\$0.00	\$99,000.00
2009	01/01/2009	\$99,000.00	\$0.00	\$0.00	\$99,000.00
2008	01/01/2008	\$99,000.00	\$0.00	\$0.00	\$99,000.00
2007	01/01/2007	\$77,000.00	\$0.00	\$0.00	\$77,000.00
2006	01/01/2006	\$72,000.00	\$0.00	\$0.00	\$72,000.00
2005	01/01/2005	\$71,700.00	\$0.00	\$0.00	\$71,700.00
2004	01/01/2004	\$71,700.00	\$0.00	\$0.00	\$71,700.00
2003	01/01/2003	\$70,700.00	\$0.00	\$0.00	\$70,700.00
2002	01/01/2002	\$70,700.00	\$0.00	\$0.00	\$70,700.00
2001	01/01/2001	\$64,800.00	\$0.00	\$0.00	\$64,800.00
2000	01/01/2000	\$63,500.00	\$0.00	\$0.00	\$63,500.00
1999	01/01/1999	\$63,600.00	\$0.00	\$0.00	\$63,600.00
1998	01/01/1998	\$61,200.00	\$0.00	\$0.00	\$61,200.00
1997	01/01/1997	\$59,200.00	\$0.00	\$0.00	\$59,200.00
1996	01/01/1996	\$59,200.00	\$0.00	\$0.00	\$59,200.00
1995	01/01/1995	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1994	01/01/1994	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1993	01/01/1993	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1992	01/01/1992	\$60,000.00	\$0.00	\$0.00	\$60,000.00

Assessment Year	Effective Date	Land Value	Land Use Value	Building(s)	Total Assessment
1991	01/01/1991	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1990	05/03/1990	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1990	01/01/1990	\$60,000.00	\$0.00	\$15,000.00	\$75,000.00
1989	01/01/1989	\$55,000.00	\$0.00	\$15,000.00	\$70,000.00
1988	01/01/1988	\$44,000.00	\$0.00	\$15,000.00	\$59,000.00
1987	01/01/1987	\$42,000.00	\$0.00	\$15,000.00	\$57,000.00

Residential Buildings

No residential buildings available

Commercial Buildings


No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					


Land

Details	Water	Utilities	Streets
Deeded Acreage: 10 acre(s)	County Water: Not Available	Gas: Not Available	Paved Streets: Available
Flood Plain: 0 acre(s)	County Sewer: Not Available	Electricity: Connected	Storm Drains: Not Available
Easement: 0 acre(s)	Well: Connected		Curbing: Not Available
RPA (Resource Protection Area): 0 acre(s)	Septic: Connected		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

A-AGRICULTURAL

-  Always contact the Chesterfield County Planning Department (call 804-748-1050, email planning@chesterfield.gov, or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Remarks

9/14/1990 (MAP)

10.000 ACRES FROM 376-253. OLD MAP NUMBER FOR RESEARCH 23B-31B

Sketches



No sketches available

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the ownership and subdivision plat information available on this website are not the official records. The official ownership records and subdivision plats are located in the Clerk of Circuit Court's office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data, ownership or subdivision plat information.

Real Estate Assessment Data

v.2.1.3-20230503.3

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 30th, 2023, between Bernard R Huff and Deborah L Wayland Trust by and through Deborah L Wayland, Trustee and Bernard Huff Inc., owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

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

1. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Chesterfield, Virginia, and described as:

2. Legal Description –

Offering #1: Tax ID #782671702500000; Consisting of +/- 8.02 acres and improvements as described in DB 13325 Page 279; Dale Magisterial District

Offering #2: Tax ID #783671053; Consisting of +/- 10 acres & improvements; Dale Magisterial District

More Commonly Known As – 4321 Kingsland Rd., Richmond, VA 23237
4301 Kingsland Rd., Richmond, VA 23237

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser has made a deposit with 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.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before October 16th, 2023 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act

Seller's Initials _____

Purchaser's Initials _____

requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure 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 attached.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit

Seller's Initials _____

Purchaser's Initials _____

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

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Seller's Initials _____

Purchaser's Initials _____

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1952 and lead base paint disclosures apply.

(h) **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.

7. **Standard Provisions.**

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser

Seller's Initials _____

Purchaser's Initials _____

in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of 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.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

Bernard R Huff and Deborah L Wayland Trust by and through
Deborah L Wayland, Trustee and Bernard Huff Inc.,

08/30/2023

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

08/30/2023

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

08/30/2023

Seller's Initials _____

Purchaser's Initials _____