



# 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** – Harkrader RR Jr. Estate by and through Robert R Harkrader III as Co-Executor and Kathy A Lannom as Co-Executor

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

**AUCTION DATE** – Thursday, October 26<sup>th</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:**

Tax ID 092-4 1&2; Consisting of +/- 5.13 acres; CS GRAYBEAL FARM PT TRACT 1; DB 2020 P 295

**More Commonly Known As: TBD Mud Pike, Christiansburg, VA 24073**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 26<sup>th</sup>, 2023 at 4 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 [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. 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) **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. 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 **\$5,000** 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, December 11, 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](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



**\*\* 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. \*\***





# Neighborhood

TBD Mud Pike,  
Christiansburg, VA 24073

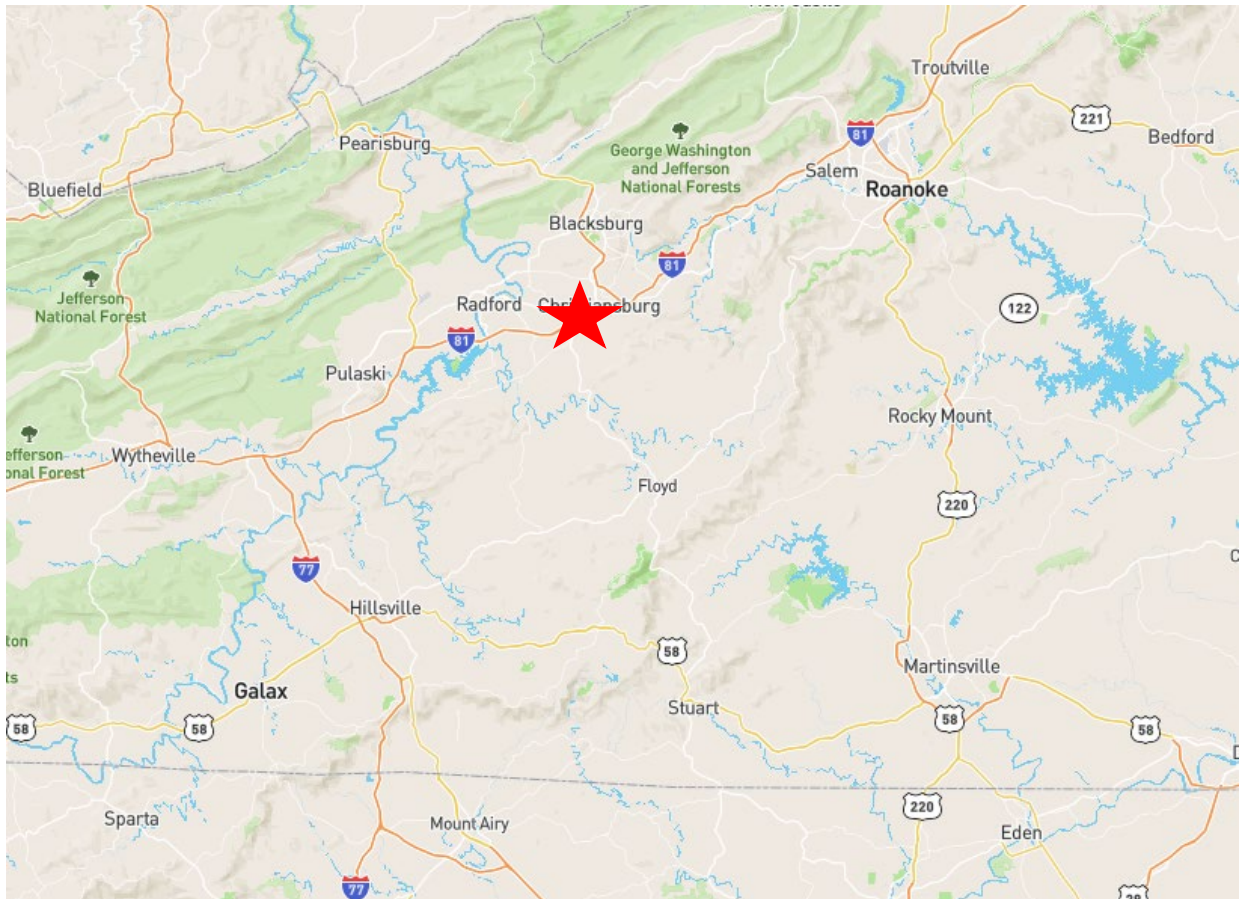






# Location

TBD Mud Pike,  
Christiansburg, VA 24073





# Topo



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

NOTES:

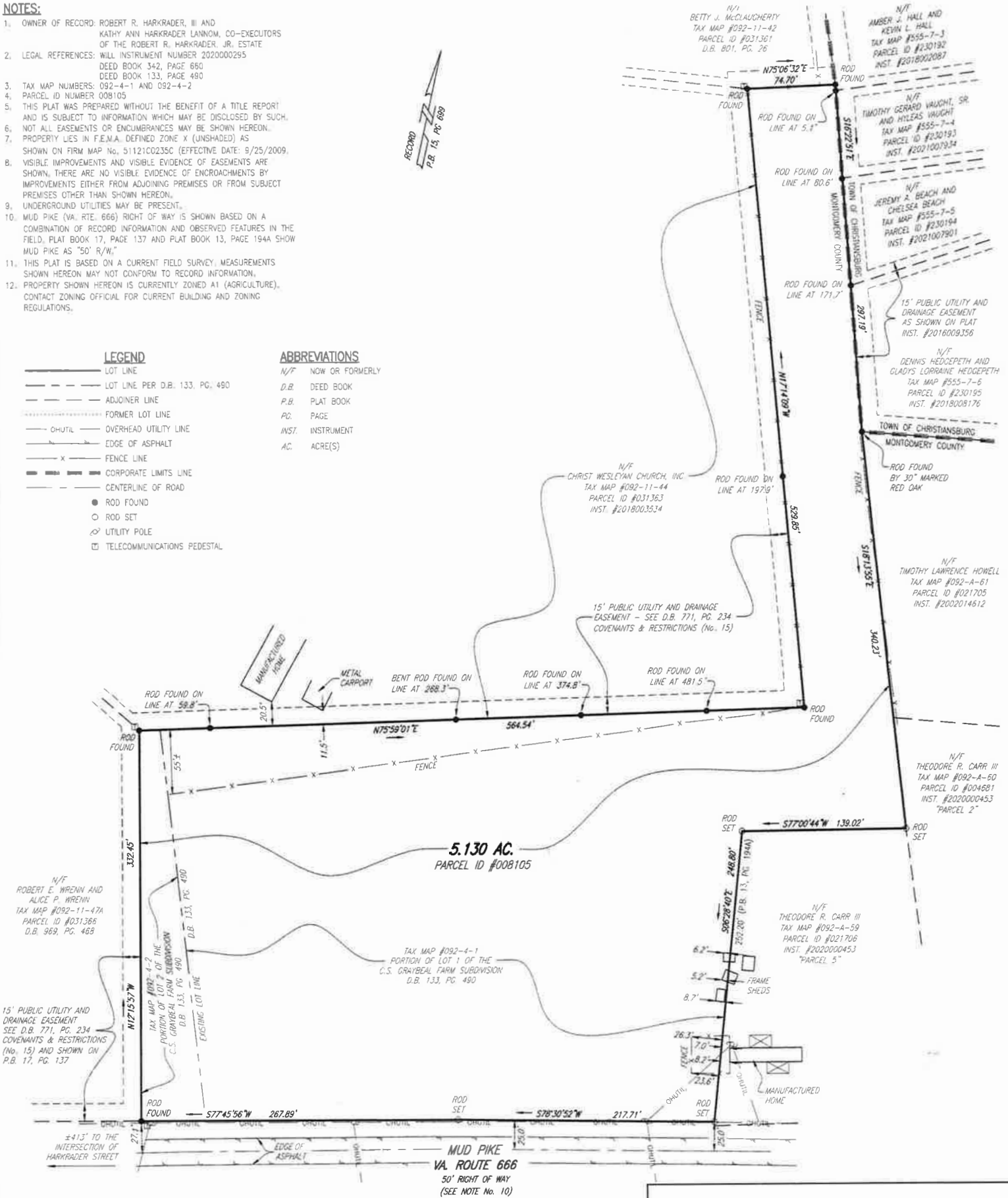
1. OWNER OF RECORD: ROBERT R. HARKRADER, III AND KATHY ANN HARKRADER LANNOM, CO-EXECUTORS OF THE ESTATE OF THE ROBERT R. HARKRADER, JR., ESTATE
2. LEGAL REFERENCES: WILL INSTRUMENT NUMBER 2020000295 DEED BOOK 342, PAGE 660 DEED BOOK 133, PAGE 490
3. TAX MAP NUMBERS: 092-4-1 AND 092-4-2
4. PARCEL ID NUMBER 008105
5. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH.
6. NOT ALL EASEMENTS OR ENCUMBRANCES MAY BE SHOWN HEREON.
7. PROPERTY LIES IN F.E.M.A. DEFINED ZONE X (UNSHADED) AS SHOWN ON FIRM MAP No. 51121C0235C (EFFECTIVE DATE: 9/25/2009).
8. VISIBLE IMPROVEMENTS AND VISIBLE EVIDENCE OF EASEMENTS ARE SHOWN, THERE ARE NO VISIBLE EVIDENCE OF ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PREMISES OR FROM SUBJECT PREMISES OTHER THAN SHOWN HEREON.
9. UNDERGROUND UTILITIES MAY BE PRESENT.
10. MUD PIKE (VA. RTE. 666) RIGHT OF WAY IS SHOWN BASED ON A COMBINATION OF RECORD INFORMATION AND OBSERVED FEATURES IN THE FIELD. PLAT BOOK 17, PAGE 137 AND PLAT BOOK 13, PAGE 194A SHOW MUD PIKE AS "50' R/W."
11. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY. MEASUREMENTS SHOWN HEREON MAY NOT CONFORM TO RECORD INFORMATION.
12. PROPERTY SHOWN HEREON IS CURRENTLY ZONED A1 (AGRICULTURE). CONTACT ZONING OFFICIAL FOR CURRENT BUILDING AND ZONING REGULATIONS.

LEGEND

- LOT LINE
- LOT LINE PER D.B. 133, PG. 490
- ADJOINER LINE
- FORMER LOT LINE
- CHUTIL OVERHEAD UTILITY LINE
- EDGE OF ASPHALT
- FENCE LINE
- CORPORATE LIMITS LINE
- CENTERLINE OF ROAD
- ROD FOUND
- ROD SET
- UTILITY POLE
- TELECOMMUNICATIONS PEDESTAL

ABBREVIATIONS

- N/F NOW OR FORMERLY
- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG. PAGE
- INST. INSTRUMENT
- AC. ACRE(S)



DRN: HSP  
CKD: KMJ

0 50 100 150  
SCALE: 1"=50'



PLAT SHOWING  
TAX MAP NUMBER 092-4-1  
AND  
TAX MAP NUMBER 092-4-2  
PROPERTY SITUATED ON MUD PIKE  
RIVER MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY, VIRGINIA  
DATE: MARCH 4, 2022  
SCALE: 1" = 50'  
JOB #25220001 MS  
SHEET 1 OF 1

PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS  
ROANOKE / RICHMOND / NEW RIVER VALLEY / SHENANDOAH VALLEY  
80 College Street, Suite 111 / Christiansburg, Virginia 24073 / Phone (840) 381-4290 / www.balzer.com





Owners

Owner1	HARKRADER R R JR ESTATE
Owner2	C/O ROBERT R HARKRADER III EXEC
Mailing Address	116 RED TAIL SUMMITT UNIT CJ-3
Mailing Address2	
City, State, Zip	BOONE NC 28607

Parcel

Tax Map Number	092- 4 1&2
Property Address	MUD PIKE RD
City, State, Zip	CHRISTIANSBURG VA 24073
Neighborhood Code	MR332000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	0342-0660
Notes:	-15 ODD SHAPE
Notes:	PB 2022005058 - POS
Notes:	
Notes:	3
Notes:	

Legal Description

Legal Description 1	C S GRAYBEAL FARM
Legal Description 2	PT TRACT 1
Tax District Code/Description	MR/RINER
Deeded Acres	5.13
Deed Book	2020
Page	000295

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
27-SEP-2019		HARKRADER R R JR ESTATE	HARKRADER R R JR	2020	000295
01-JAN-1973		HARKRADER R R JR		0342	0660

Sale Details

1 of 2

Sale Date	27-SEP-2019
Sale Key	126465
Sale Price	
Grantee	HARKRADER R R JR ESTATE
Grantor	HARKRADER R R JR
Book	2020
Page	000295
Sale Type	VACANT
Sale Source	W-WILL BOOK
Sale Validity	-

Assessed Values

Assessed Land	\$109,000
Assessed Buildings	\$0
Total Assessed Value	\$109,000
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026  
Values are subject to change due to additions or subtractions that occur to a parcel

# AGRICULTURAL (A-1)

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

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

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

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

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

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

## What uses require a Special Use Permit?

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

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

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

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

## Building & Lot Requirements

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

### Minimum Lot Area:

1 acre

### Lot Access:

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

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

### Maximum Coverage:

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

### Minimum Width:

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

## Subdivision Sliding Scale

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

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

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

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

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

### Maximum Length/Width Ratio:

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

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

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

### Accessory Buildings:

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

### Maximum Building Height:

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

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

### **FOR ADDITIONAL INFORMATION:**

Montgomery Co. Planning & GIS Services  
755 Roanoke Street, Suite 2A  
Christiansburg, VA 24073

**CALL** 540-394-2148 | **EMAIL** [mcplan@montgomerycountyva.gov](mailto:mcplan@montgomerycountyva.gov)  
**VISIT** [www.MontgomeryCountyVA.gov/Planning](http://www.MontgomeryCountyVA.gov/Planning)

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

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





THE PLACE TO BE.  
**CHRISTIANSBURG VA**  
DEPARTMENTS OF ENGINEERING,  
PLANNING & BUILDING INSPECTIONS

100 East Main Street  
Christiansburg, VA 24073  
p: (540) 382-6120  
f: (540) 381-7238

December 5, 2022

Mr. Skip Harkrader, Executor  
Estate of Robert Harkrader, Jr.  
116 Red Tail Summit  
Unit CJ-3  
Boone, NC 28607

RE: Water and Sewer Availability at Tax Map 094-4-1, PID 008105

Mr. Harkrader:

The Town of Christiansburg is pleased to provide you the following utility information for the parcel located at Tax Map ID #094-4-1. Please be advised all utility extensions would be at the developer's expense.

Potable Water Service

The parcel is located in Montgomery County within the Town of Christiansburg's Water Service Area, and water is available to the property via an existing six-inch main along Mud Pike Road frontage.

Sanitary Sewer Service

While the parcel is not in the Town's Sewer Service Area, per an email dated April 05, 2022, the Montgomery County PSA has no way of providing sewer to this property, therefore it will need to be served by the Town of Christiansburg, if available.

Sewer is not available for a single family residence. However, for a larger development, sewer could be made available through a force main extension constructed to the Town's standards, subject to plan review and approval.

If you have any questions, please do not hesitate to contact me at the phone number listed above.

Sincerely,

Devon Shields  
Digitally signed by Devon Shields  
DN: cn=Devon Shields,  
o=Town of Christiansburg, ou=Devon Shields  
Date: 2022.12.05 16:41:56-0500

Devon Shields  
Land Development Coordinator  
Town of Christiansburg

CC: file

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 26<sup>th</sup> 2023, between Harkrader R R Jr Estate by and through Robert R Harkrader III as Co-Executor and Kathy A Lannom as Co-Executor 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 Montgomery, Virginia, and described as:

Tax ID 092-4 1&2; Consisting of +/- 5.13 acres; CS GRAYBEAL FARM PT TRACT 1; DB 2020 P 295

**Address: TBD Mud Pike, Christiansburg, VA 24073**

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 \$5,000 (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 December 11<sup>th</sup> 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.

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

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 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

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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.

(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

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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, 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

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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 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.

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



(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.

\_\_\_\_\_  
Robert R Harkrader III as Co-Executor of the Harkrader R R Jr Estate

10/26/2023

\_\_\_\_\_  
Kathy A Lannom as Co-Executor of the Harkrader R R Jr Estate

10/26/2023

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

\_\_\_\_\_  
Address

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Phone #

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Email

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(Purchaser signature)

10/26/2023

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Purchaser Name

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Address

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Phone #

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Email

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(Purchaser signature)

10/26/2023

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