



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 – David E. Ross & Kari D. Ross

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

AUCTION DATE – Wednesday, May 22nd, 2024 at 4 PM

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

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

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Parcel ID 105.00-02-68.00-0000; DB 200807029; TR 102 FORT MASON MASONS KNOB;
Consisting of +/- 3.9 acres

2. Parcel ID 105.00-02-68.01-0000; DB 200807029; TR 102A FORT MASON MASONS KNOB;
Consisting of +/- 1.55 acres

Address: TBD Terrapin Trl., Roanoke, VA 24018

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, May 22nd, 2024 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**. 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 \$2,000 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 **Friday, June 21st, 2024**. 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) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not 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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson 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

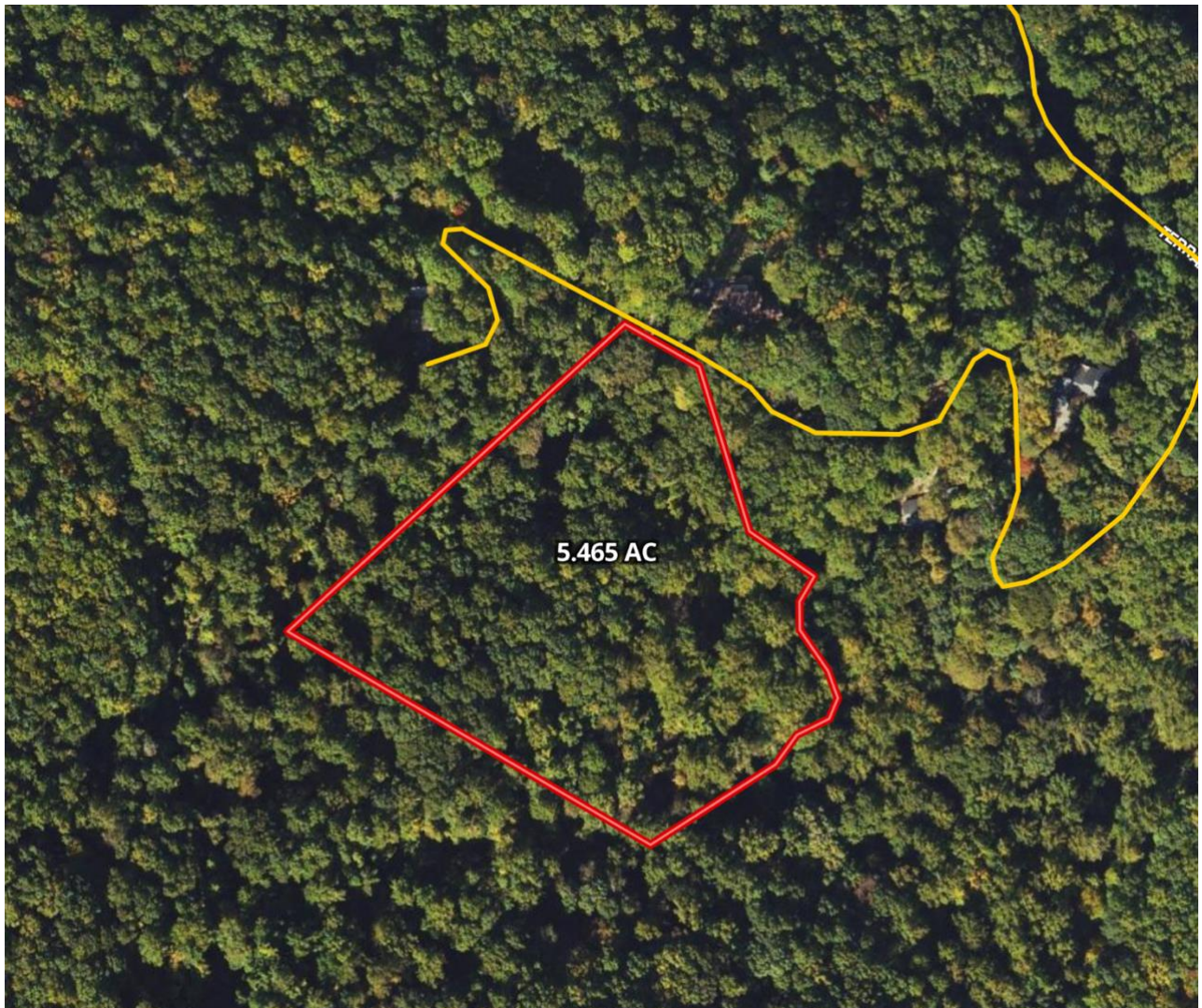
Individual State License #'s

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

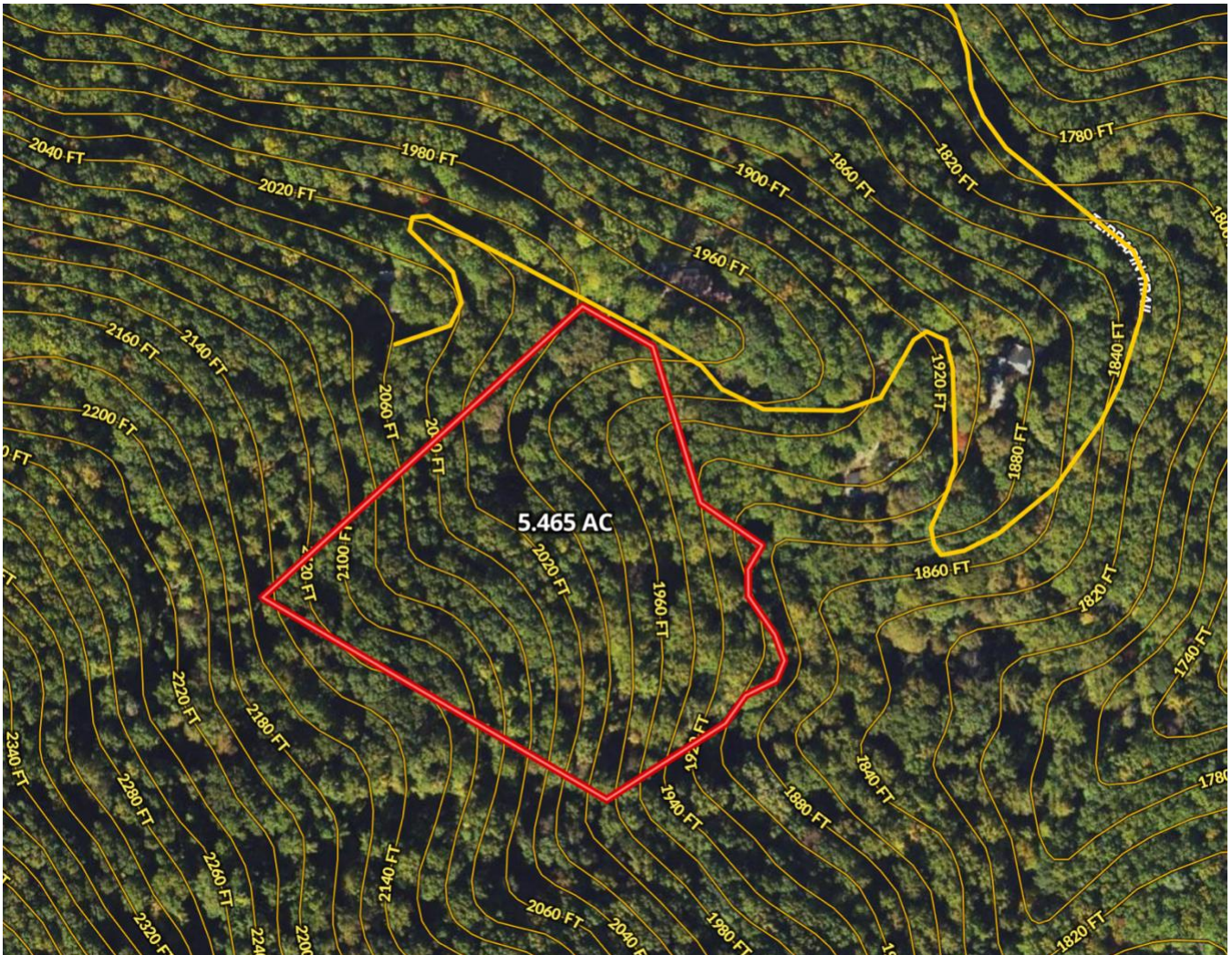
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Aerial



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

Contour

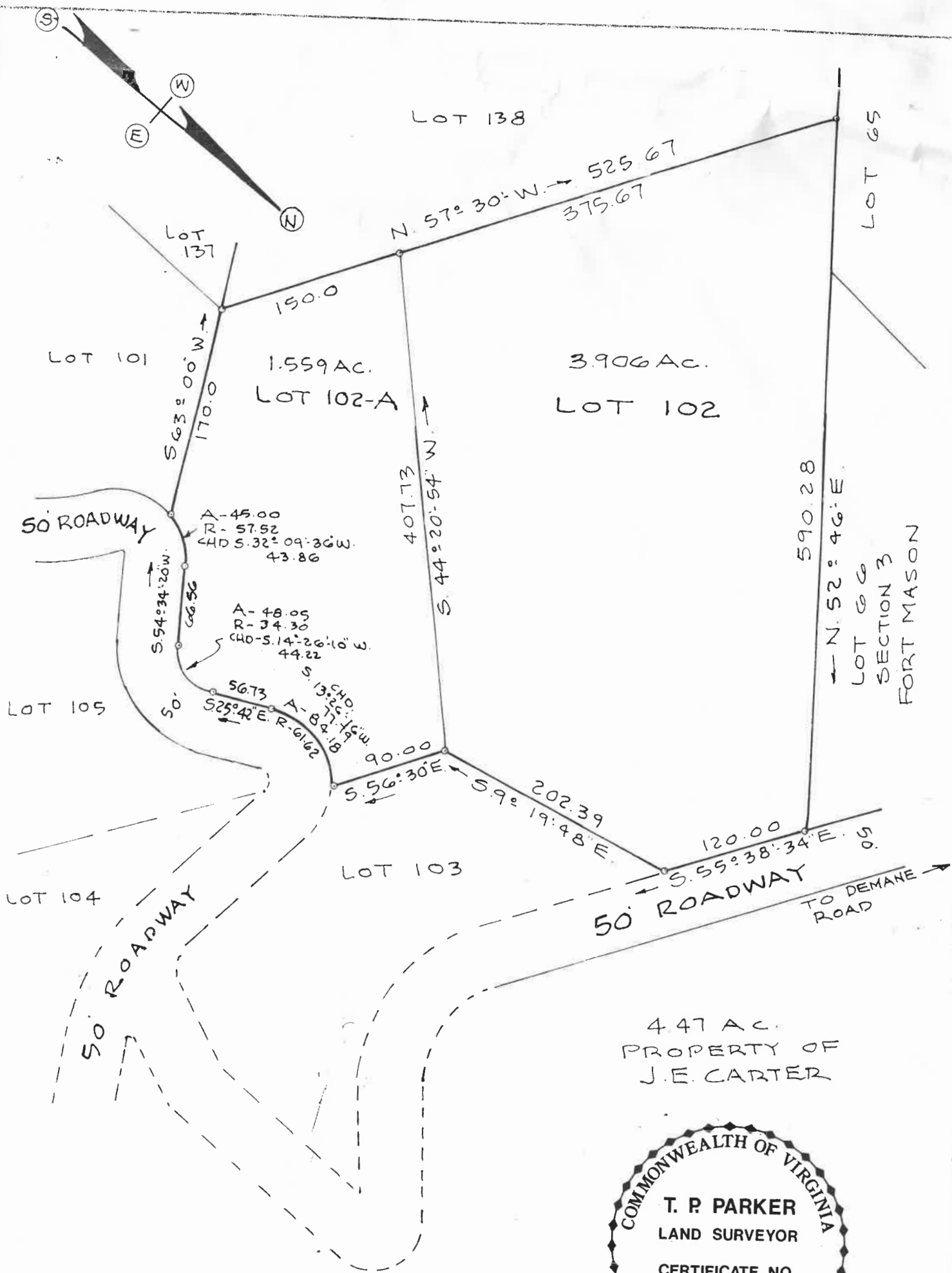


**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Topo



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



SURVEY FOR
J. C. COLMAN

SHOWING LOT 102, & 102-A FORT MASON

CAVE SPRING MAG. DIST.

ROANOKE COUNTY,
VIRGINIA

BY T. P. PARKER & SON
ENGINEERS & SURVEYORS
SALEM VIRGINIA

I HEREBY CERTIFY THAT THIS
PLAT OF SURVEY IS CORRECT.

T. P. Parker
CERTIFIED LAND SURVEYOR

SCALE: 1" = 100'

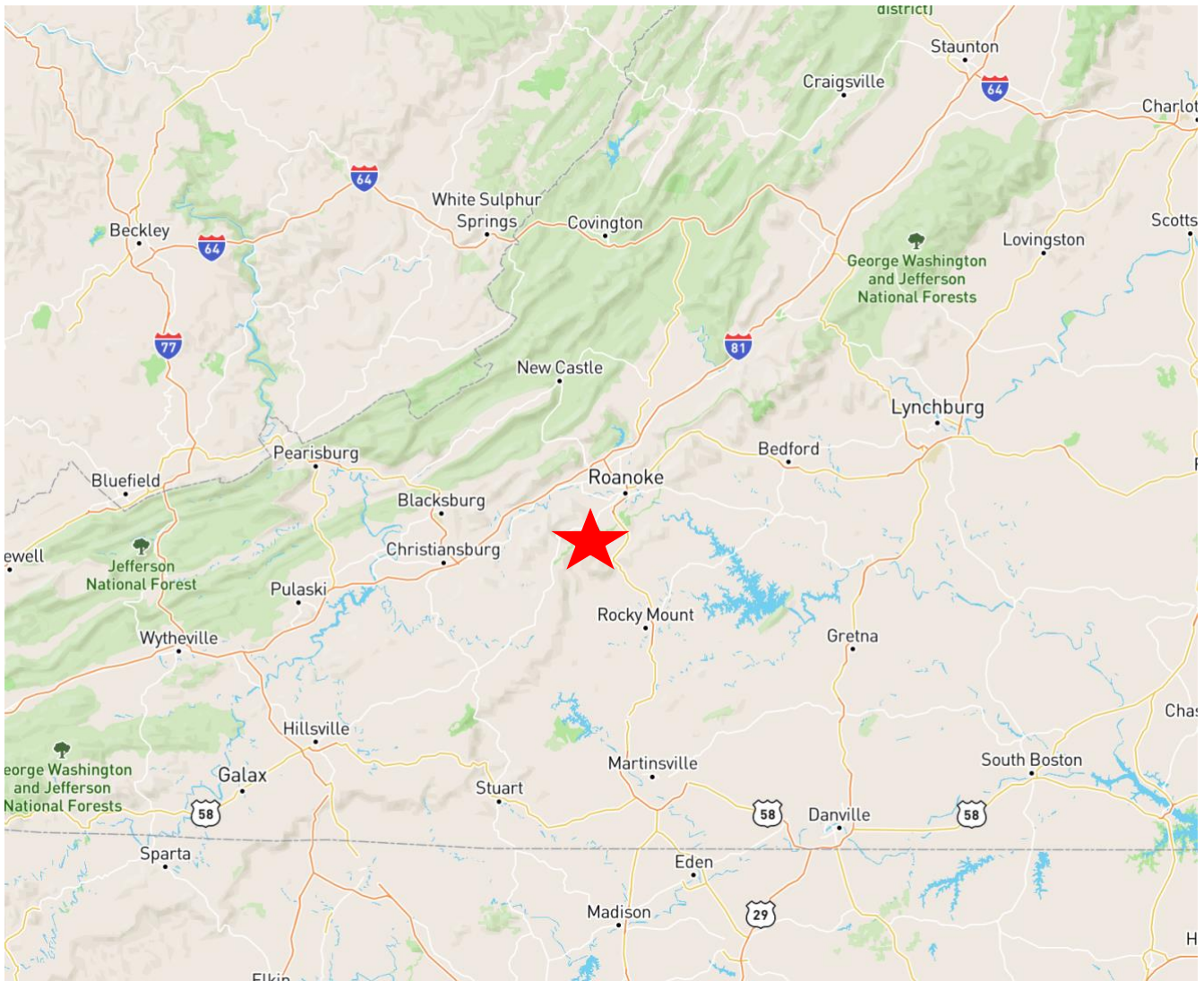
DATE: SEPT. 22, 1978

N. B. F. M. D 20783



Location

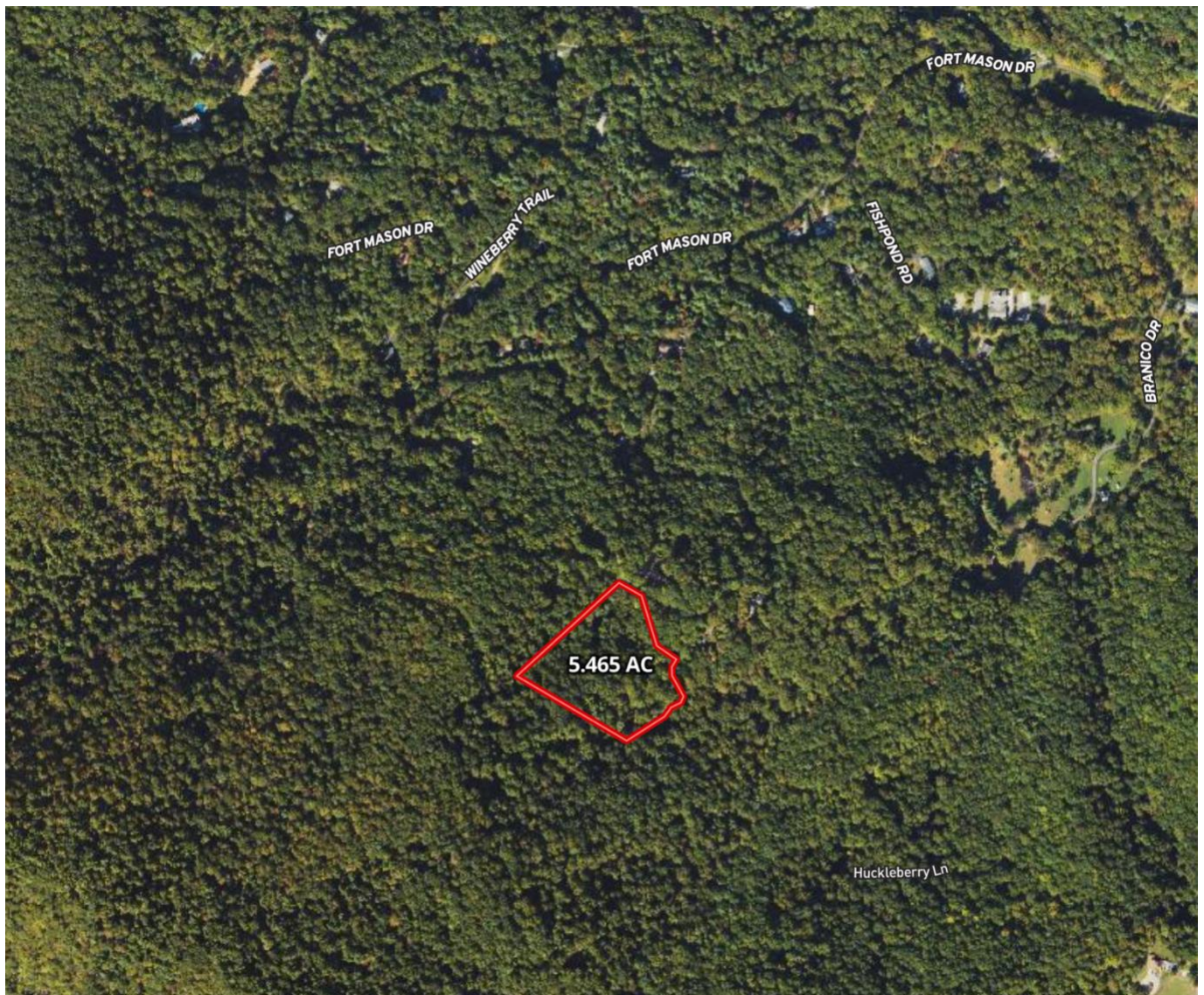
TBD Terrapin Trl.,
Roanoke, VA 24018

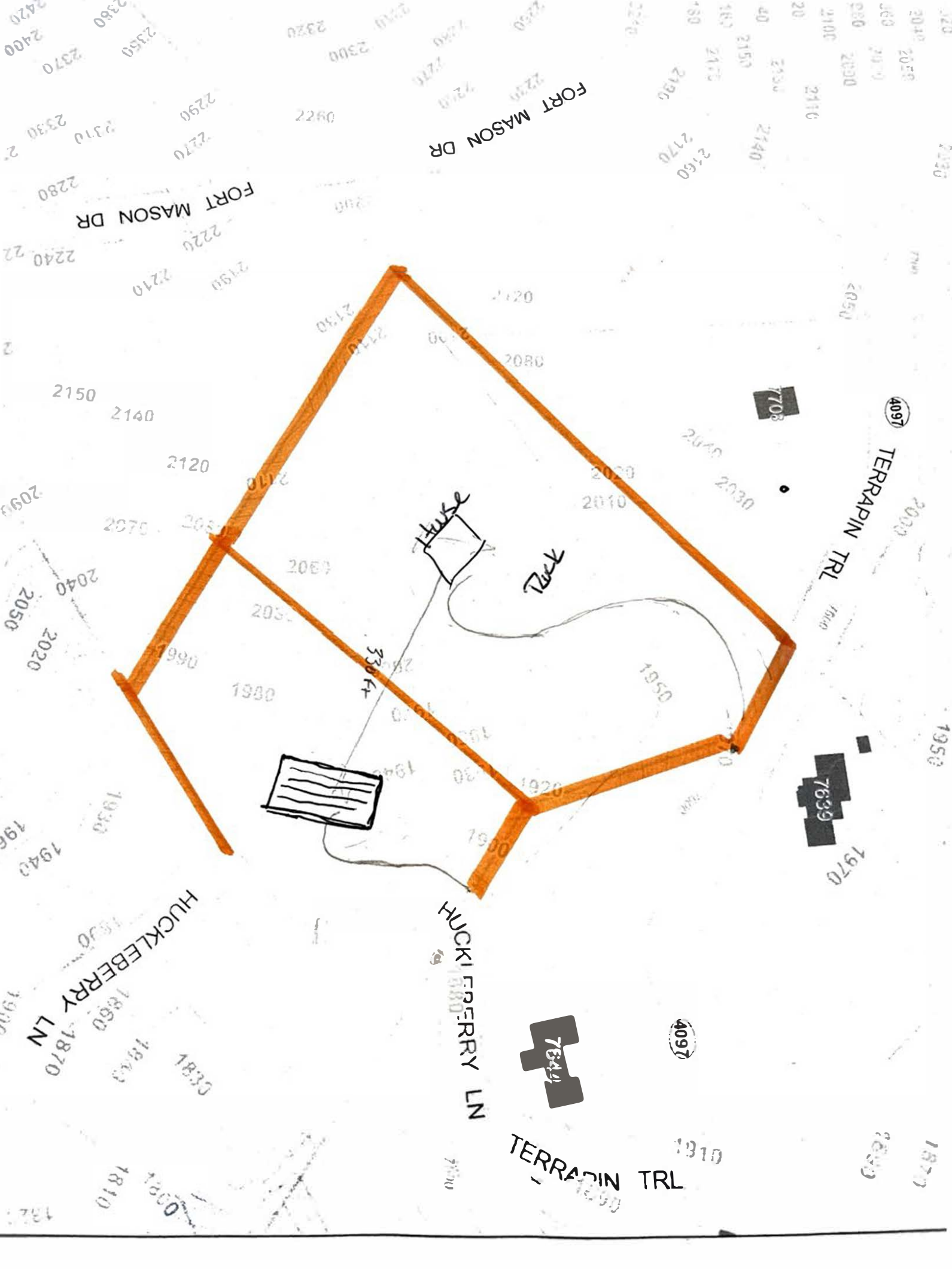


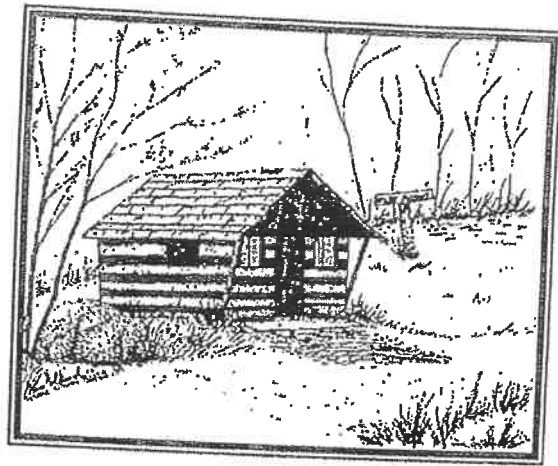


Neighborhood

TBD Terrapin Trl.,
Roanoke, VA 24018







FORTMASON

Landowners Association, Inc.

6900 Fort Mason Drive Roanoke, VA 24018

Attachment 'F'

Declaration of Covenants, Conditions, and Restrictions

YR 2002 -- PG 00498

**DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
FORT MASON LANDOWNERS ASSOCIATION, INC.**

THIS DECLARATION made on the date hereinafter set forth, by
FORT MASON LANDOWNERS ASSOCIATION, INC.,
a Virginia Non-Stock Corporation,
hereinafter referred to as the "ASSOCIATION"

WITNESSETH

WHEREAS the ASSOCIATION is the owner of certain property in the County of Roanoke, State of Virginia, which is the more particularly described on Exhibit A, attached hereto, and which is a recorded map of Fort Mason dated October 22, 1982, filed in the Clerk's office of Roanoke County Circuit Court recorded in Plat Book 9, Page 236 on November 4, 1982

WHEREAS the plat filed contained the following NOTICE provisions;

1. All roads within the survey are private and for use only by the lot owners, and their invites except as modified by County Ordinance and State Law.
2. All deeds issued subsequent to November 4, 1982, shall contain the following covenants and restrictions:
 - a. None of the roads are public roads maintenance is the responsibility of the landowners they serve.
 - b. That the grade of the main private road exceeds the 12% maximum acceptable to the Virginia Department of Highways.
 - c. That purchase of a lot automatically constitutes compulsory membership in the Association
 - d. That unpaid dues shall constitute a lien on the property.
 - e. That no dwelling shall be constructed with less than 1500 square feet of liveable floor space, unless waived by the Board of Directors of Fort Mason Landowners Association.
 - f. The deeds are subject to the utility and drainage easements as may be required by public or private utility companies.
 - g. No mobile homes.
 - h. No subdivision of lots shown on the survey..
 - i. Only one single dwelling may be constructed on each lot.

NOW THEREFORE, the ASSOCIATION hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional easements, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- Section 1: "Association" shall mean and refer to the Fort Mason Landowners Association, Inc. or its successors or assigns.
- Section 2: "Owner" shall mean and refer to the titleholder, whether one or two persons or entities, of a fee simple title to any lot which is a part of the recorded Plat, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3: "Properties" are those lots as shown on its aforesaid Plat.
- Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall include all roads and easements.
- Section 5: "Lot" shall mean any plot of land as shown on the aforesaid Plat.

ARTICLE II
PROPERTY RIGHTS

- Section 1: Owners Easements of Enjoyment:
Every owner shall have a right and easement of enjoyment in and to the Common Area shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3s) of the members agreeing to such action is made.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

- Section 1: Creation of the Lien and Personal Obligation of Assessments:
As stated in the Plat recorded in the Clerk's Office of Roanoke County, each owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
- (a) Annual dues at a rate reviewed by and voted on by a majority vote of the membership.
 - (b) Special Assessments for emergency road maintenance by the Association. In the case of an emergency, a meeting to vote on the need for a special assessment can be called upon written notice of the meeting to the membership and shall be deemed to be a special meeting as defined in Section C5 of the ByLaws.

(c) Dues Collection Policy: Payment is due 30 days from date of dues notice; delinquency notices will be mailed 30 days after payment due date; notification of intent to file lien will be mailed 30 days from date of delinquency notice; lien will be filed 14 days from notice date of intent to file lien. Collection costs will be included in the amount of lien. Property owners with delinquent payments are encouraged to work out a payment schedule with the FMLA Board of Directors. Any reasonable request will be accepted, provided it is accompanied by a written commitment to honor the proposed payment schedule.

Section 2: Uniform Rate of Assessments:
Both annual and special assessments must be fixed at a uniform rate for lots and for homeowners.

ARTICLE IV DUTIES OF ASSOCIATION

Section 1: The Association shall maintain roads and common areas in a responsible fashion as determined by the Board of Directors.

Section 2: The Association shall pay and be responsible for the real and personal property taxes.

Section 3: The Association shall maintain liability insurance.

Section 4: The Association shall prepare and maintain an updated disclosure packet as required by the Code of Virginia.

ARTICLE V RESTRICTIONS

The Association does hereby of its own free will and by majority vote of the membership impose certain restrictions, covenants and conditions which shall apply to all of the lots in the Association and which are as follows:

Section 1: Property owners may not adversely effect the enjoyment and/or safety of other property owners, and must abide by covenants of residential communities.

Section 2: No property owner may denude trees and/or vegetation, or grade property to the extent it adversely effects the drainage and/or safety of other properties including the Association's rights of way and roads.

Section 3: Fort Mason is located in a wild fire area, permits to burn or use incendiary devices are required by law.

Section 4: Enforcement shall be by legal proceedings at law, after notice to the violator. The failure to enforce any right, reservation, or condition contained in this declaration shall not be deemed as a waiver of the right to so hereafter as to breach herein, and shall not at any time effect its enforcement.

Section 5: Severability: Should any of the covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared null, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal, such judgment shall not render the other provisions herein void and unenforceable. Should any covenant violate State or Federal law or local ordinance, the latter shall prevail.

SETEC

SOIL AND ENVIRONMENTAL TECHNOLOGY, INC
 111 N. Franklin Street, Christiansburg, VA 24073
 Phone: (540) 381-0309 Fax: (540) 381-9430
 E-mail: setec@soilandenvironmentaltechnology.com

General Information

Date: 11/3/2021
 Owner: David Ross
 Address: Roanoke County Health Department
 Telephone #:
 Directions to the Property: US-220 S (3.3 mi), Right on Electric Rd (1.0 mi), Left on Starkey Rd (1.9 mi), Left on Merriman Rd (1.4 mi), Right on Cotton Hill Rd (0.7 mi), Left on Mason Dr/Terrapin Trail, Left on Hucleberry Ln, to entrance to the property located on left just before 7644 Terrapin Trl
 Subdivision: Fort Masons Knob Lot: TR 102A
 Tax Map ID: 105.00-02-68.01-0000

Soil Information Summary

1. Position in landscape satisfactory Yes ☒ No ☐ Describe: Sideslope
2. Slope 44 %
3. Depth to rock\impervious strata\bottom of boring hole: Max. >60" Min. 54" None
4. Depth to seasonal water table (gray mottling or gray color) No ☒ Yes ☐
5. Free water present No ☒ Yes ☐ range in inches
6. Soil percolation rate estimated Yes ☒ Texture group 2
 No ☐ Estimated rate 40 Min/inch
7. Percolation test performed Yes ☐ Number of percolation test holes
 No ☒ Depth of percolation test holes
 Average percolation rate

Name and title of evaluator: Bill Evans AOSE/PSS

Signature: *Bill Evans*

- X** Site Approved: Gravelless absorption trenches dispersing septic tank effluent to be placed at 36" depth at site designated on permit. Site provides a total of 750 square feet of gravelless absorption area for the drainfield.

Site Disapproved:

Reason for rejection: (check all that apply)

- 1 ☐ Position in landscape subject to flooding or periodic saturation.
 2 ☐ Insufficient depth of suitable soil over hard rock.
 3 ☐ Insufficient depth of suitable soil to seasonal water table.
 4 ☐ Rates of absorption too slow.
 5 ☐ Insufficient area of acceptable soil for required drainfield, and/or reserve area
 6 ☐ Proposed system too close to well
 7 ☐ Other (Specify)

PROFILE DESCRIPTION SOIL EVALUATION REPORT

Owner: David Ross **Subdivision:** Fort Masons Knob **Lot:** TR 102A **Tax Map ID:** 105.00-02-68.01-0000

x See application sketch See construction permit

Date of Evaluation: 11/2/2021

Roanoke County Health Department

Hole #	Horizon	Depth (inches)	Description	Texture Group
Auger 1	A	0-4	Dark Yellowish Brown (10YR 4/4) sandy loam	2
	BA	4-15	Yellowish Brown (10YR 5/4) sandy loam	2
	Bw	15-30	Yellowish Brown (10YR 5/6) sandy loam	2
	C	30-60	Brownish Yellow (10YR 6/6) sandy loam; 10% coarse fragments, common Light Gray (10YR 7/1) to Very Pale Brown (10YR 7/3) lithochromic mottles	2
Auger 2	A	0-4	Dark Yellowish Brown (10YR 4/4) sandy loam	2
	BA	4-16	Yellowish Brown (10YR 5/4) sandy loam	2
	Bw	16-30	Yellowish Brown (10YR 5/6) sandy loam	2
	BC	30-36	Brownish Yellow (10YR 6/6) sandy loam	2
	C	36-54	Brownish Yellow (10YR 6/6) sandy loam; common Light Gray (10YR 7/1) to Very Pale Brown (10YR 7/3) lithochromic mottles	2
	AR	54	Hornfel	-
Auger 3	A	0-10	Brown (10YR 4/3) sandy loam	2
	Bw	10-24	Yellowish Brown (10YR 5/4) sandy loam	2
	C	24-56	Brownish Yellow (10YR 6/6) sandy loam	2
	AR	56	Hornfel	-
Auger 4	A	0-10	Dark Brown (10YR 3/3) sandy loam	2
	Bw	10-30	Yellowish Brown (10YR 5/4) sandy loam	2
	C1	30-45	Yellowish Brown (10YR 5/4) gravelly sandy loam, 20% coarse fragments	2
	C2	45-60	Olive Yellow (2.5Y 6/6) sandy loam; 10% coarse fragments	2

DRAINFIELD RECOMMENDATIONS, DESIGN BASIS, & AREA CALCULATIONS

Owner: David Ross **Subdivision:** Fort Masons Knob **Lot:** TR 102A **Tax Map ID:** 105.00-02-68.01-0000

Main DF		Reserve DF	
Type of system	Gravity-Gravelless Trenches	Reserve Area Required	No
EPR	40	Type of Reserve	N/A
Slope %	44	EPR	N/A
# Bedrooms	3	Slope %	N/A
Gallons/Day	450	Gallons/Day	N/A
Width of Trench (ft.)	3	Width of Trench (ft.)	N/A
Total Square Ft. of Gravelless Trench Bottom Required per BR	236	Total Square Ft. of Gravelless Trench Bottom Required	N/A
Total Square Ft. of Gravelless Trench Bottom per BR in Design	250	Total Square Ft. of Gravelless Trench Bottom in Design	N/A
Total Square Ft. of Gravelless Trench Bottom Required	708	# Lines of Reserve	N/A
Total Square Ft. of Gravelless Trench Bottom in Design	750	Line Length (ft.)	N/A
# Lines Installed	5	Installed <24" from Rock or Other Impervious Strata	N/A
Length of Line Installed (ft.)	50	Centers (ft.)	N/A
Installed <24" from Bottom of Boring Hole, Rock, or other Impervious Strata	Yes	Width Required (ft.)	N/A
Centers (ft.)	13	Width in Design (ft.)	N/A
Width Required (ft.)	55	Installation Depth (inches into natural soil)	N/A
Installation Depth (inches into natural soil)	36	Amount of Backfill Required (inches)	N/A
Amount of Backfill Required (inches)	N/A		

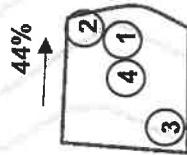
David Ross

Tax Map ID: 105.00-02-68.01-0000
Fort Mason Knob
TR 102A

Page 4 of 4

HUCKLEBERRY LN

4097



Proposed
DF

Approx. Location



HUCKLEBERRY

MAY 20 10:56

Witness the following signatures and seals.

William N. Lockett {SEAL}
William N. Lockett

Jo Ann N. Lockett {SEAL}
Jo Ann N. Lockett

Commonwealth of Virginia } ss
County of Roanoke

The foregoing instrument was acknowledged before me on May 19, 2008
by William N. Lockett and Jo Ann N. Lockett.

NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
Deborah T. Shepherd
My Commission Expires
February 28, 2010
Notary #266615

Deborah T. Shepherd
Notary Public
My Commission Expires: 2/28/10

INSTRUMENT #200807029
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
MAY 20, 2008 AT 10:56AM
\$22.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$11.00 LOCAL: \$11.00
STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS

1-610-7ec 1 in 1 m
Eahm

Consideration \$22,000.00
Tax Map No: 105.00-02-68.01 & 105.00-02-68
Grantee Address:
7708 Terrapin Trail
Roanoke VA 24018
Title: First American

Document Prepared By
and Mail to:
The Bullington Firm
2404 Electric Road
Suite A
Roanoke, VA 24018
Phone: 540-989-1051
File No. BR-9116DS

This Deed, made and entered into this **15th** day of **May, 2008**, by and between **WILLIAM N. LOCKETT AND JO ANN N. LOCKETT (GRANTORS)** and **DAVID E. ROSS AND KARI D. ROSS (GRANTEES)**.

-Witnesseth-

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the Grantees unto the Grantors, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby bargain, sell, grant and convey, with General Warranty and English Covenants of Title unto the Grantees, husband and wife, as tenants by the entireties with full rights of survivorship as at Common Law and not as tenants in common, all that certain lot or parcel of land, lying and being in the **County of Roanoke**, Commonwealth of Virginia, and being more particularly described as follows, to-wit:

PARCEL 1:

BEGINNING at a point on the south side of a 50' roadway at the northeast corner of Lot 66, Section 3, Fort Mason and being the northerly most corner of the property herein described; thence with the south side of said roadway S. 55° 38' 34" E. 120.00 feet to a point corner to Lot 103; thence leaving said 50' roadway with the line of Lot 103 S. 9° 19' 48" E. 202.39 feet to a point; thence with a line between Lots 102 and 102-A S. 44° 20' 54" W. 407.73 feet to a point on the line of Lot 138; thence with same N. 57° 30' W. 375.67 feet to a point on the line of Lot 65, Section 3, Fort Mason; thence with the line of Lot 65 and Lot 66, Section 3, fort Mason N. 52° 46' E. 590.28 feet to the place of BEGINNING, and containing 3.906 acres, and being shown as Lot 102 on map made by T.P. Parker & Son, Engineers & Surveyors, dated September 22, 1978, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Deed Book 1182, page 1814; and

TOGETHER WITH that private right-of-way leading from Virginia State Secondary Route 688 to the aforesaid property as more particularly described in Deed Book 1006, page 501 and in Deed Book 1031 page 417.

08 MAY 20 10:56

PARCEL 2:

BEGINNING at a point on the westerly side of a 50' roadway at the southerly most corner of Lot 103; thence with the westerly side of said roadway with the arc of a circle to the left whose radius is 61.62 feet, whose chord is S. 13° 26' 16" W. 77.79 feet, an arc distance of 84.18 feet to a point; thence S. 25° 42' E. 56.73 feet to a point; thence with the arc of a circle to the right whose radius is 34.30 feet, whose chord is S. 14° 26' 10" W. 44.22 feet, an arc distance of 48.05 feet to a point; thence continuing with the westerly side of said 50' roadway S. 54° 34' 20" W. 66.56 feet to a point; thence with the arc of a circle to the left whose radius is 57.52 feet, whose chord is S. 32° 09' 36" W. 43.86 feet, an arc distance of 45.00 feet to a point corner to Lot 101; thence leaving said 50' roadway and with a line between Lot 101 and Lot 102-A S. 63° 00' W. 170.0 feet to the corner of Lot 137 and 138; thence with the north line of Lot 138 N. 57° 30' W. 150.0 feet to a point; thence leaving Lot 138 with a line between Lot 102 and Lot 102-A N. 44° 20' 54" E. 407.73 feet to a point on the line of Lot 103; thence with same S. 56° 30' E. 90.00 feet to the place of BEGINNING, and containing 1.559 acres, and being shown as Lot 102-A on map made by T.P. Parker & Son, Engineers & Surveyors, dated September 22, 1978, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Deed Book 1182, page 1814.

TOGETHER WITH that private right-of-way leading from Virginia State Secondary Route 688 to the aforesaid property as more particularly described in Deed Book 1006, page 501 and in Deed Book 1031 page 417.

BEING the same property conveyed to William N. Lockett and Jo Ann N. Lockett, by Deed dated October 2, 1978, and recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, in Deed Book 1182, Page 1811.

This Deed is made subject to all easements, reservations, restrictions, and conditions of record affecting the hereinabove described property.

the following signatures and seals.

William N. Lockett {SEAL}
William N. Lockett

Jo Ann N. Lockett {SEAL}
Jo Ann N. Lockett

Commonwealth of Virginia
County of Roanoke

} ss

The foregoing instrument was acknowledged before me on
by William N. Lockett and Jo Ann N. Lockett.

May 19, 2008

NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
Deborah T. Shepherd
My Commission Expires
February 28, 2010
Notary #266615

Deborah T. Shepherd

Notary Public

My Commission Expires: 2/28/10

INSTRUMENT #200807029
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
MAY 20, 2008 AT 10:56AM
\$22.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$11.00 LOCAL: \$11.00

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 22nd 2024, between **David E. Ross & Kari D. Ross** 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 Floyd, Virginia, and described as:

- a. Parcel ID 105.00-02-68.00-0000; DB 200807029; TR 102 FORT MASON MASONS KNOB; Consisting of +/- 3.9 acres
- b. Parcel ID 105.00-02-68.01-0000; DB 200807029; TR 102A FORT MASON MASONS KNOB; Consisting of +/- 1.55 acres

Address: TBD Terrapin Trl., Roanoke, VA 24018

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 \$2,000 (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 June 21st 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

NOTICE

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

6. Standard Provisions.

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

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

Seller's Initials _____

Purchaser's Initials _____

survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is

Seller's Initials _____

Purchaser's Initials _____

not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

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

Seller's Initials _____

Purchaser's Initials _____

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

David E. Ross

Date

Kari D. Ross

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____