



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 – George Gary Eanes

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

AUCTION DATE – Wednesday, December 18th, 2024 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: Portion of Parcel ID: 27-28; Consisting of +/- 58.298 Acres and Improvements; Deed Book 0123 Page 109

OFFERING #2: Portion of Parcel ID: 27-28; Consisting of +/- 56.899 Acres and Improvements; Deed Book 0123 Page 109

Address: TBD Curve Rd., Pearisburg, VA 24134

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, December 18th, 2024 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 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 **\$10,000 PER OFFERING** 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, February 3rd, 2025**. 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **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.
- 18) **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).

- 19) **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.

- 20) **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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

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



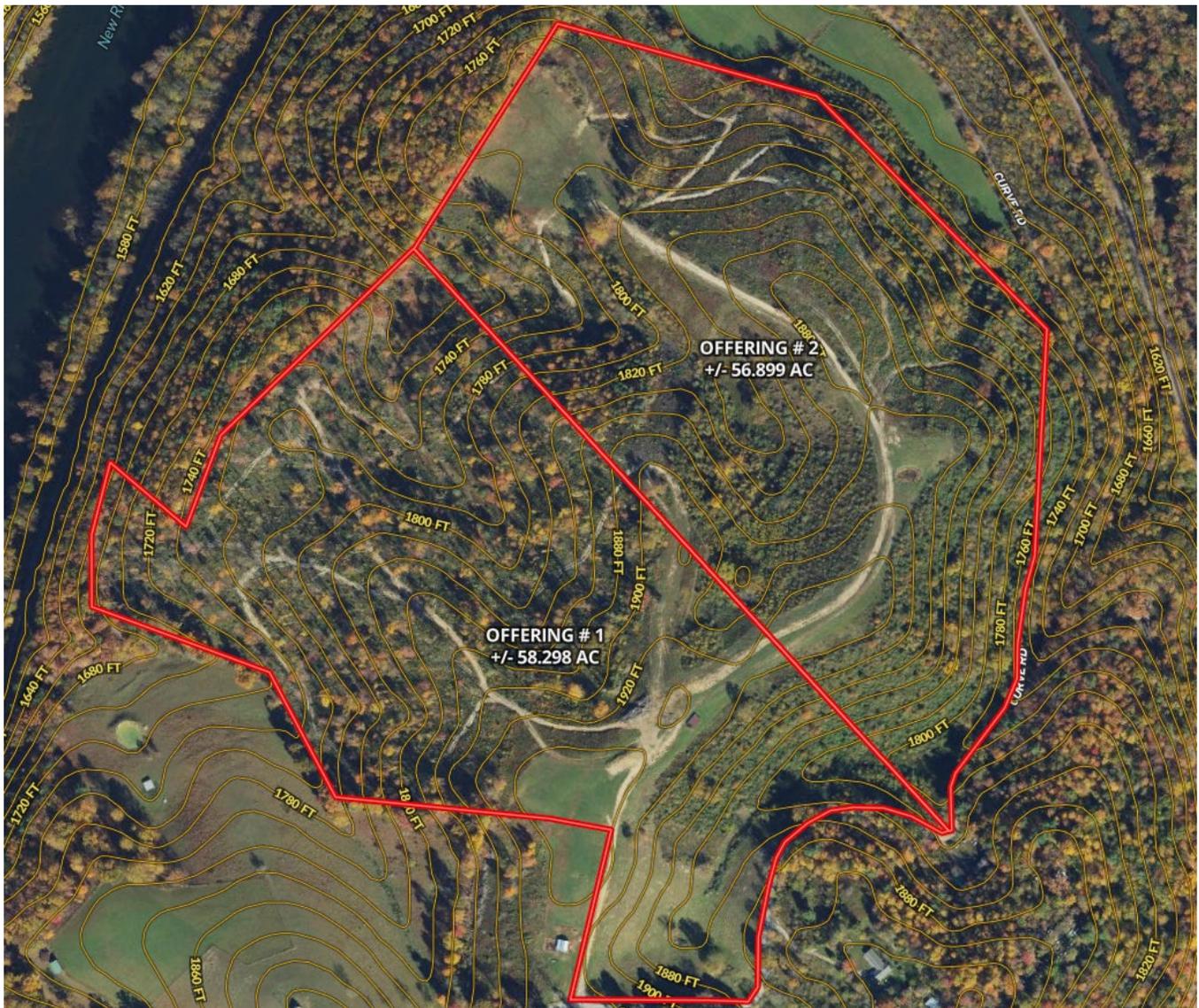
Auction Services

Aerial



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

Contour



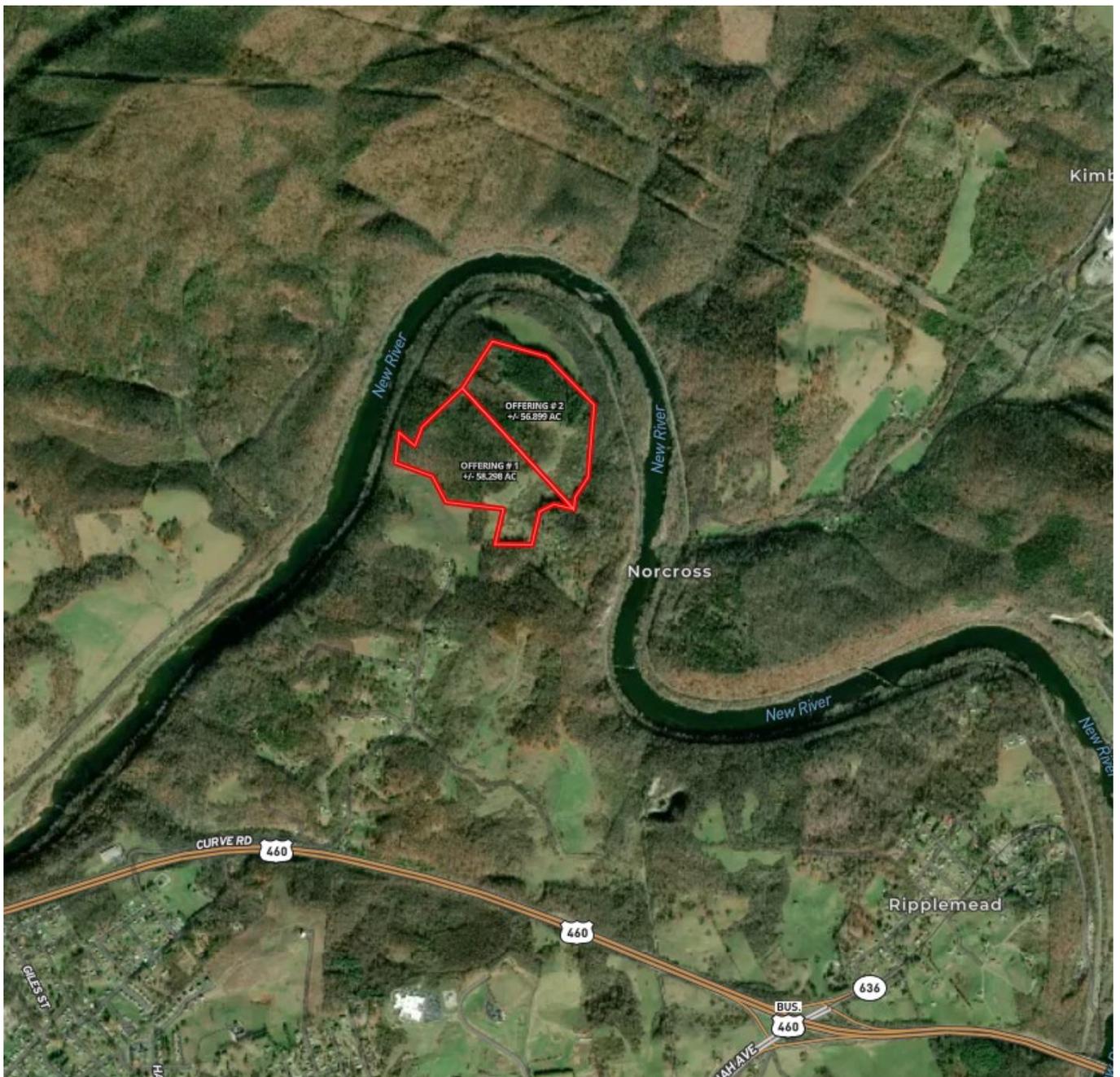
**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

TBD Curve Rd.

Pearisburg, VA 24134



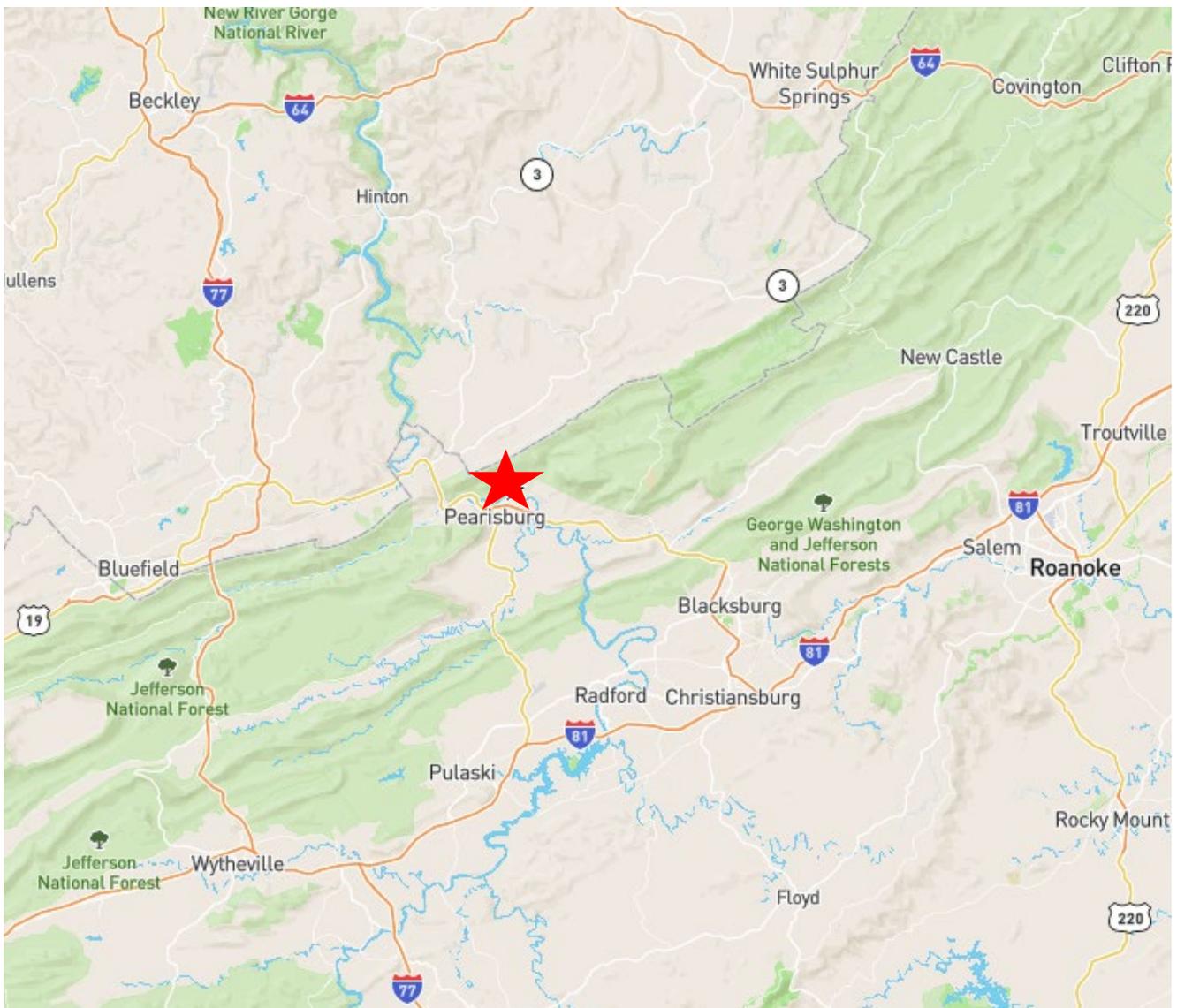


Auction Services

Location

TBD Curve Rd.,

Pearisburg, VA 24134





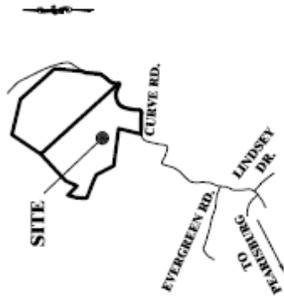
CHARLES H. FORBES, IV
 4778 WEBBS MILL ROAD
 NINER, VA 24149
 (540)558-8674

SUBDIVISION PLAT CENTRAL MAGISTERIAL DISTRICT GILES COUNTY, VIRGINIA

Drawn: CHF
 Checked: CHF/MSW
 Date: OCT 28, 2024
 Project No: EAMES024

Subdivision:
EAMES-001

1 OF 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°18'24"W	213.51'
L2	N87°20'59"W	69.67'
L3	N85°24'23"W	73.14'
L4	N26°52'33"W	51.48'
L5	N12°26'54"W	44.40'
L6	N02°07'08"E	70.09'
L7	N07°01'53"E	53.79'
L8	N04°03'06"E	78.65'
L9	N14°56'46"E	197.55'
L10	S44°52'14"E	209.11'
L11	N24°12'18"E	284.87'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S23°01'42"W	32.98'
L2	S20°30'41"W	50.08'
L3	S12°29'02"W	55.31'
L4	S36°12'45"W	141.51'
L5	S42°02'02"W	105.12'
L6	N61°40'36"W	73.08'
L7	S20°13'14"W	78.40'
L8	S12°10'28"W	64.62'
L9	S08°44'47"W	124.48'
L10	S01°10'01"W	103.21'
L11	N84°23'05"W	123.36'

OWNER INFORMATION:
 GEORGE GARY EANES
 MAILING ADDRESS: 819 EAST MAIN STREET, PUJASKI, VA 24301
 TAX PARCEL 27-28, INST. #202100790, M.B. 28, ENVELOPE ZL

ABBREVIATIONS:
 AC = ACRES
 AD = ADJOINING INSTRUMENT NUMBER
 IC = LICENSE
 L.S. = LAND SURVEYOR
 NAD = NORTH AMERICAN DATUM
 N/F = NOW OR FORMERLY
 P.B. = PLAT BOOK
 PG. = PAGE
 RD. = ROAD
 R.R. SPK. = RAILROAD SPIKE
 RD. = ROAD SET
 R/W = RIGHT-OF-WAY
 * = ADJOINING PROPERTY LINE
 ± = PLUS OR MINUS

OWNER'S CONSENT AND DEDICATION STATEMENT:
 THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, SUBDIVISION OF TAX PARCEL 27-28 LOCATED IN GILES COUNTY, VA, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

GEORGE GARY EANES _____ DATE _____

NOTARY'S CERTIFICATE:
 STATE OF _____ TO WIT:
 I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY OF _____, DO HEREBY HEREBY CERTIFY THAT GEORGE GARY EANES, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME.
 GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2024.

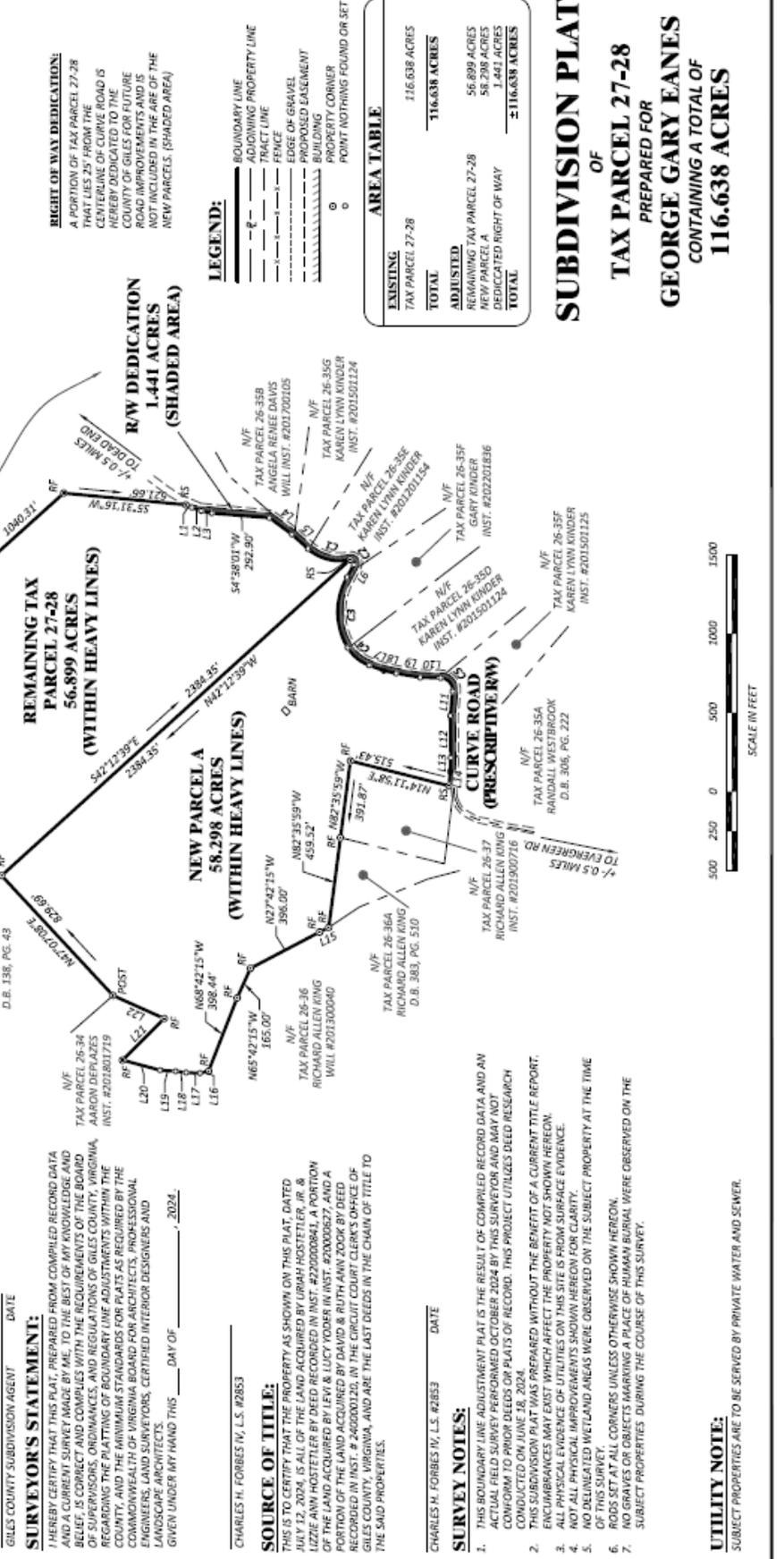
NOTARY PUBLIC _____ REGISTRATION NO. _____ MY COMMISSION EXPIRES _____

CURVE TABLE					
CURVE	RADIUS	LENGTH	BEARING	DELTA TANGENT	
C1	238.18'	229.64'	S14°23'49"W	55°14'22"	124.62'
C2	17.14'	40.29'	S54°06'26"W	134°40'34"	41.05'
C3	347.84'	374.75'	S89°23'31"W	61°42'37"	207.87'
C4	213.75'	142.94'	S39°22'41"W	38°18'52"	74.26'
C5	62.41'	102.87'	S44°23'27"W	94°26'32"	67.44'

RIGHT OF WAY DEDICATION:
 A PORTION OF TAX PARCEL 27-28 THAT LIES 25' FROM THE CENTERLINE OF CURVE ROAD IS HEREBY DEDICATED TO THE COUNTY OF GILES FOR FUTURE ROAD IMPROVEMENTS AND IS NOT INCLUDED IN THE ARE OF THE NEW PARCELS. (SHADED AREA)

LEGEND:
 - - - - - BOUNDARY LINE
 - - - - - ADJOINING PROPERTY LINE
 - - - - - TRACT LINE
 - - - - - EDGE OF GRAVEL
 - - - - - PROPOSED EASEMENT
 - - - - - BUILDING
 ○ PROPERTY CORNER
 ○ POINT NOTHING FOUND OR SET

EXISTING		ADJUSTED	
TAX PARCEL 27-28	116.638 ACRES	REMAINING TAX PARCEL 27-28	56.899 ACRES
TOTAL	116.638 ACRES	NEW PARCEL A	58.298 ACRES
		DEDICATED RIGHT OF WAY	1.441 ACRES
		TOTAL	116.638 ACRES



CERTIFICATE OF APPROVAL:
 UNDER THE AUTHORITY OF THE GILES COUNTY SUBDIVISION AND ZONING ORDINANCES, ACTING FOR AND ON BEHALF OF GILES COUNTY, VIRGINIA, THE HEREON PLAT, DATED OCTOBER 28, 2024, IS HEREBY APPROVED FOR RECORDATION.

GILES COUNTY SUBDIVISION AGENT _____ DATE _____

SURVEYOR'S STATEMENT:
 I, CHARLES H. FORBES IV, L.S. #2853, REGISTERED PROFESSIONAL SURVEYOR, STATE OF VIRGINIA, DO HEREBY CERTIFY THAT THE PLAT PREPARED FROM COMPILED RECORD DATA AND CURRENT SURVEY MEASUREMENTS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS, ORDINANCES, AND REGULATIONS OF GILES COUNTY, VIRGINIA, REGARDING THE PLATTING OF BOUNDARY LINE ADJUSTMENTS WITHIN THE COUNTY, AND THE MINIMUM STANDARDS FOR ARCHITECTS AS REQUIRED BY THE COMMUNITY OF VIRGINIA BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS.
 GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2024.

SOURCE OF TITLE:
 THIS IS TO CERTIFY THAT THE PROPERTY AS SHOWN ON THIS PLAT, DATED JULY 12, 2024, IS ALL OF THE LAND ACQUIRED BY URAH HOUSTELER, JR. & LIZIE ANN HOUSTELER BY DEED RECORDED IN INST. #22000841, A PORTION OF THE LAND ACQUIRED BY LEW & LUCY YODER IN INST. #20000837, AND A PORTION OF THE LAND ACQUIRED BY DAVID & RUTH ANN ZOOK BY DEED RECORDED IN INST. # 24000120, IN THE CIRCUIT COURT CLERK'S OFFICE OF GILES COUNTY, VIRGINIA, AND ARE THE LAST DEEDS IN THE CHAIN OF TITLE TO THE SAID PROPERTIES.

CHARLES H. FORBES IV, L.S. #2853 _____ DATE _____

SURVEY NOTES:

- THIS BOUNDARY LINE ADJUSTMENT PLAT IS THE RESULT OF COMPILED RECORD DATA AND AN ACCURATE FIELD SURVEY PERFORMED OCTOBER 2024 BY THIS SURVEYOR AND MAY NOT BE USED FOR ANY OTHER PURPOSES OR RECORD. THIS PROJECT UTILIZES DEED RESEARCH CONDUCTED ON JUNE 18, 2024.
- THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. ENCUMBRANCES MAY EXIST WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
- ALL PHYSICAL EVIDENCE OF UTILITIES ON THIS SITE IS FROM SURFACE EVIDENCE. NOT ALL PHYSICAL IMPROVEMENTS SHOWN HEREON FOR CLARITY.
- NO DELINEATED WETLAND AREAS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME OF THIS SURVEY.
- RODS SET AT ALL CORNERS UNLESS OTHERWISE SHOWN HEREON.
- NO GRAVES OR OBJECTS MARKING A PLACE OF HUMAN BURIAL WERE OBSERVED ON THE SUBJECT PROPERTIES DURING THE COURSE OF THIS SURVEY.

UTILITY NOTE:
 SUBJECT PROPERTIES ARE TO BE SERVED BY PRIVATE WATER AND SEWER.

210000790

Prepared by: Janet E. Tuckwiller, Esq., (VSB No. 45947)
Virginia Tech Foundation, Inc.
902 Prices Fork Road, Suite 130
Blacksburg, Virginia 24061

Return to: George Gary Eanes
214 Charles Ave.
Portsmouth VA 23702

Tax Map I.D. No.: 27 - 28
Property Address: Curve Road, Pearisburg, Virginia 24134
Title Insurance: Fidelity National Title Insurance Company
Assessed Value: \$188,000.00
Consideration: \$275,000.00

GRANTOR'S TAX EXEMPTION PURSUANT TO VIRGINIA CODE SECTION 58.1-811(C)

GENERAL WARRANTY DEED

THIS DEED is made this 3rd day of May, 2021 by and between **VIRGINIA TECH FOUNDATION, INC.**, a Virginia non-stock corporation, as Grantor and **GEORGE GARY EANES** as Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, with General Warranty, unto **GEORGE GARY EANES**, Grantee, all that certain tract or parcel of land, with all improvements thereon and appurtenances thereunto, belonging, situate, lying, and being in the Central Magisterial District, Giles County, Virginia, and more particularly described as follows:

All of that certain parcel of land containing 116.638 acres with all improvements thereon and appurtenances thereto, as shown on plat entitled, "PLAT SHOWING 2 EXISTING PARCELS CONTAINING 121.621 ACRES SURVEYED FOR VIRGINIA TECH FOUNDATION, INC., CURVE ROAD AREA CENTRAL MAGISTERIAL DISTRICT GILES COUNTY, VIRGINIA", dated November 3, 2015, revised May 22, 2019, prepared by James H. Berckman, Land Surveyor, Berckman Land Surveying, Inc., Designated Job No. 15048, recorded in the Clerk's Office of the Circuit Court of Giles County, Virginia, as Instrument #2019000715, in Map Book 28, Envelope #21.

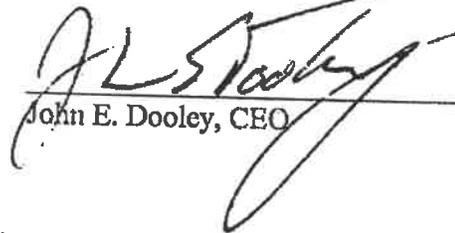
TOGETHER WITH an easement of right of way for ingress and egress to and from the parcel herein conveyed and Virginia Route 634 over and across that certain parcel containing 4.983 acres as described in Instrument No.. 20190000716.

AND BEING the remainder of the property conveyed to the Virginia Tech Foundation, Inc., a Virginia non-stock corporation by Deed of Gift from Paul Farrier, Jr., Trustee of the Paul L. Farrier, Jr. Trust, and Evelyn Price Farrier, Trustee of the Evelyn Price Farrier Trust, tenants in common dated April 21, 2015, recorded April 23, 2015 in the Clerk's Office of the Circuit Court of Giles County, Virginia, as Instrument No. 201500447.

THIS CONVEYANCE is subject to any and all easements, rights-of-way, reservations, covenants, conditions, and restrictions appearing of record in the aforesaid Clerk's Office that may affect the property herein conveyed.

WITNESS the following signature and seal:

VIRGINIA TECH FOUNDATION, INC.

 (SEAL)
John E. Dooley, CEO

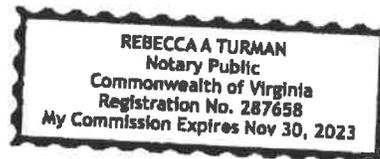
COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY, TO WIT:

The foregoing instrument was acknowledged before me this 23rd day of April, 2021 by John E. Dooley, in his capacity as CEO of the Virginia Tech Foundation, Inc.


NOTARY PUBLIC

My Commission expires: 11/30/2023

Notary Registration Number: 287658



INSTRUMENT 210000790
RECORDED IN THE CLERK'S OFFICE OF
GILES CIRCUIT COURT ON
MAY 3, 2021 AT 12:23 PM
SHERRY E. GAUTIER, CLERK
RECORDED BY: KXJ

Giles County



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Property Information - Tax Map# 27 28 - Account# 2074

Property Owner:
Eanes George Gary

Legal Description:
Surveyed For
Virginia Tech Foundation Inc

Zoned:
Rra1

Owners Address:
919 East Main St
Pulaski, Va 24301

Assessment Values:

[Building 1](#) 0

[Other Improvements:](#) 0

[Land Value:](#) 188,000

Total Value: 188,000

Total Land Area:
116.638Acres

Physical Location:
Not On File

All Values Rounded to nearest 100

Magisterial District:
Central District

[-Property Information-](#) [-Sales Information-](#)

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Giles County



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Sales Information - Tax Map# 27 28

Name	Sales Date	Sales Price	Instrument	Grantor
Eanes George Gary	5/03/2021	\$275,000	Inst: D20210000790 Plat: 28 / 21	Virginia Tech Foundation Inc

Transaction History:

Virginia Tech Foundation Inc	4/23/2015	Not On File	Inst: D20150000447	Farrier Paul Jr Trustee And Evelyn
Farrier Paul Jr Trustee And Evelyn	6/26/2006	Not On File	Inst: D20060001617	Farrier Paul H Jr Et Ux
Farrier Paul H Jr Et Ux	Not On File	Not On File	Deed: 0123 / 109	Not On File

[-Property Information-](#) [-Sales Information-](#)

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CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of December 18th 2024, between George Gary Eanes 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 Giles, Virginia, and described as:

OFFERING #1: Portion of Parcel ID: 27-28; Consisting of +/- 58.298 Acres and Improvements; Deed Book 0123 Page 109

OFFERING #2: Portion of Parcel ID: 27-28; Consisting of +/- 56.899 Acres and Improvements; Deed Book 0123 Page 109

Address: TBD Curve Rd., Pearisburg, VA 24134

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

3. Deposit. Purchaser has made a deposit with the Auction Company, of \$10,000 PER OFFERING (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 February 3rd 2025 ("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

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

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

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

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

NOTICE

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

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

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

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

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

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

6. Standard Provisions.

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

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

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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.

Seller's Initials _____

Purchaser's Initials _____

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

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

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.

George Gary Eanes Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____

ZONING

SECTION 603 RURAL RESIDENTIAL/AGRICULTURAL DISTRICT RRA-1

603.01 Intent of the Rural Residential/Agricultural District.

This district covers portions of the County which are occupied by a mixture of agricultural and other residential and/or commercial uses. The district is established for the specific purpose of facilitating existing agricultural operations, conservation of natural resources, and to provide for residential uses while maintaining the rural-agricultural character of the area.

603.02 Permitted Uses.

Within the Rural Residential/Agricultural District RRA-1 the following uses are permitted:

- 603.02-1 Single family dwellings, including manufactured houses that are nineteen or more feet in width, on a permanent foundation;
- 603.02-2 Mobile home, not including mobile home parks or subdivisions;
- 603.02-3 (repealed) *Amended 2/95*
- 603.02-4 Family day care center; *Amended 2/95*
- 603.02-5 Wildlife areas, hunting clubs, or game refuges;
- 603.02-6 Flood control and watershed structures;
- 603.02-7 Timber production, temporary sawmill, forests
- 603.02-8 Fish hatcheries;
- 603.02-9 Nurseries, tree farms and greenhouses;
- 603.02-10 Cemeteries;
- 603.02-11 Parks, playgrounds, and outdoor recreation areas;
- 603.02-12 Agriculture;
- 603.02-13 Livestock sales;
- 603.02-14 Cottage industry;
- 603.02-15 Public water, sewage, or utility systems;
- 603.02-16 Churches and other places of worship with attendant educational and recreational facilities;
- 603.02-17 Public schools;
- 603.02-18 Public administration, service or storage buildings;
- 603.02-19 Fairgrounds.
- 603.02-20 General store, country;
- 603.02-21 Golf courses, miniature golf courses, driving ranges;

~~603.02-22 Bed and Breakfast; Amended 2/96~~
County of Giles Zoning Ordinance, 1992 as Amended

- 603.02-23 (repealed) Amended 2/15
- 603.02-24 (repealed) Amended 2/95
- 603.02-25 (repealed) Amended 2/95.
- 603.02-26 ~~Private Seasonal Camp or Retreat~~ Amended 5/1999
- 603.02-27 Short Term Rentals of a Dwelling Amended 10/2010

603.03 Conditional Uses.

When, after review of an application and hearing thereon, in accordance with Article-800 herein, the Giles County Board of Supervisors finds as a fact that the proposed use is compatible with the surrounding uses, is consistent with the intent of this Ordinance and of the Comprehensive Plan, is in the public interest, and will comply with all other provisions of law and ordinances of the County of Giles, the following uses may be permitted with appropriate conditions:

- 603.03-1 Commercial or service establishments numbering three or less at any one location;
- 603.03-2 Private seasonal camp or retreat;
- 603.03-3 Recreational developments including campgrounds and recreational vehicle parks with the minimum requirement that the Rules and Regulations of the Department of Health of the Commonwealth of Virginia Governing Campgrounds are met;
- 603.03-4 Sawmill or commercial wood and/or fuel yard;
- 603.03-5 Mine, quarry, gravel, shale, or sand operations;
- 603.03-6 Animal hospital;
- 603.03-7 Kennel. No kennel shall be closer than two hundred (200) feet of a lot with a residence, except the residence of the owner;
- 603.03-8 Motel, hotel, lodge or resort;
- 603.03-9 Feed mill or seed and feed store;
- 603.03-10 Automobile service station;
- ~~603.03-11 Television, radio, or other communications transmitting or receiving stations and towers; Amended 11/1/2001~~
- 603.03-12 Recycling facilities;
- 603.03-13 Batch plants for asphalt, concrete, etc.;
- 603.03-14 Bulk storage of fuel, chemicals, or explosives;
- 603.03-15 Private for profit, non profit, or public organization camps;
- 603.03-16 Race tracks.
- 603.03-17 Electric generation and substations, public utility transformer stations, pumping stations, ~~towers~~ and telephone exchanges, not including service and storage yards; Amended 11/1/2001
- 603.03-18 Contractor's storage yard;

- 603.03-19 Heliport, helispot;
- 603.03-20 Health/Fitness club;
- 603.03-21 Public garage;
- 603.03-22 Automobile service station;
- 603.03-23 Automobile grave yard.
- 603.03-24 Two family dwellings. *Added 6/95.*
- 603.03-25 Multi-family dwellings, apartments, townhouses (in accordance with Section 709 of this Ordinance) and condominiums. *Added 6/95.*
- 603.03-26 Boarding houses, tourist homes, Bed and Breakfasts *Amended 2/96*
- 603.03-27 Telecommunication Towers or Antennae (in accordance with Section 712 of this Ordinance) *Amended 11/1/2001*
- 603.03-28 Community Center. *Added 2/2015*
- 603.04** **Accessory Uses.** Where a lot is devoted to a permitted principal use, customary accessory uses and structures are authorized. The following uses are also applicable:
- 603.04-1 Home occupations provided that the requirements of Article 700, Section 705 are met;
- 603.04-2 Living quarters in the main structure of persons employed on the premises;
- 603.04-3 Recreational vehicles shall be stored behind the setback line and not within the required rear or side yard and are be prohibited from occupancy;
- 603.04-4 Temporary buildings for uses incidental to construction work, such buildings shall be removed upon completion or abandonment of the construction work, not to exceed two years;
- 603.04-5 Signs as provided for in Article 700;
- 603.04-6 Parking as provided for in Article 700;
- 603.04-7 Satellite dish antenna not extending into the required rear or side yards;
- 603.04-8 Swimming pool associated with a private residence.