



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 – Julie D Meador

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

AUCTION DATE – Thursday, May 15th, 2025 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 Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Consisting of +/- 145.271 acres and improvements; Parcel ID: 5011-127; SPOON CR PL:18-1168 I#19-1114

Address:

TBD Scenic Dr., Stuart, VA 24171

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, May 15th, 2025 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 \$20,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, June 30th, 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) **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

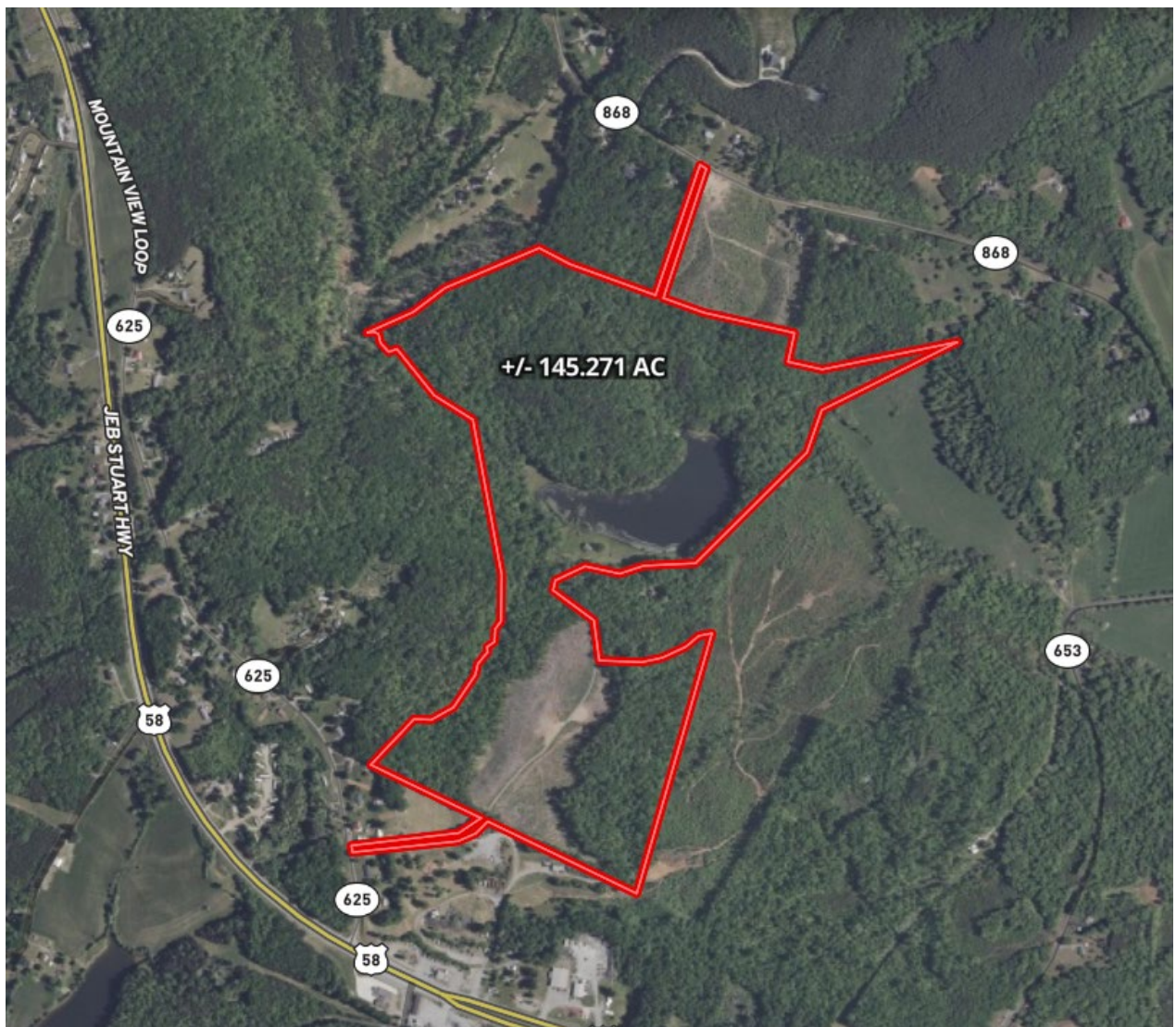
Individual State License #'s

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
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

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. ****

Topo

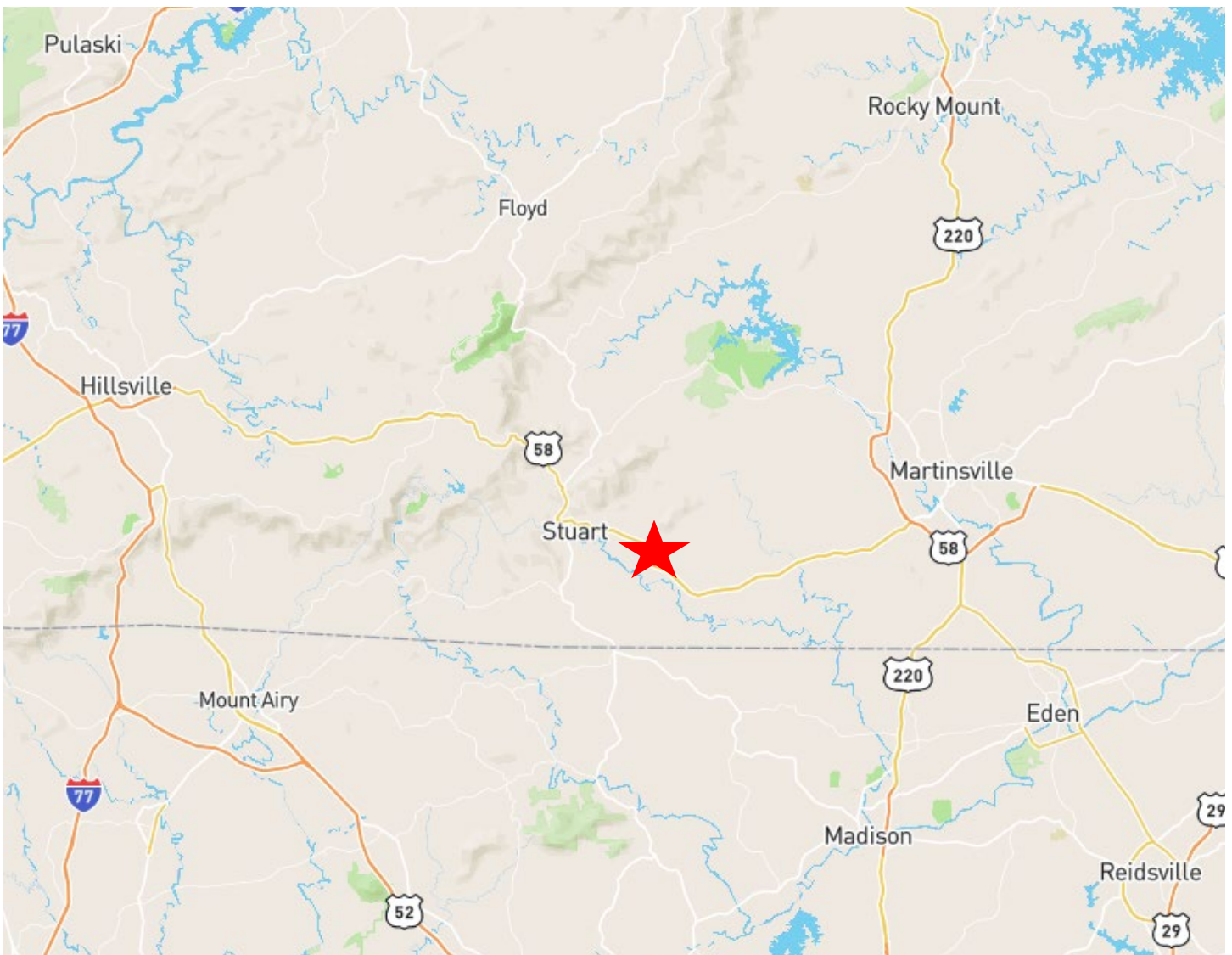


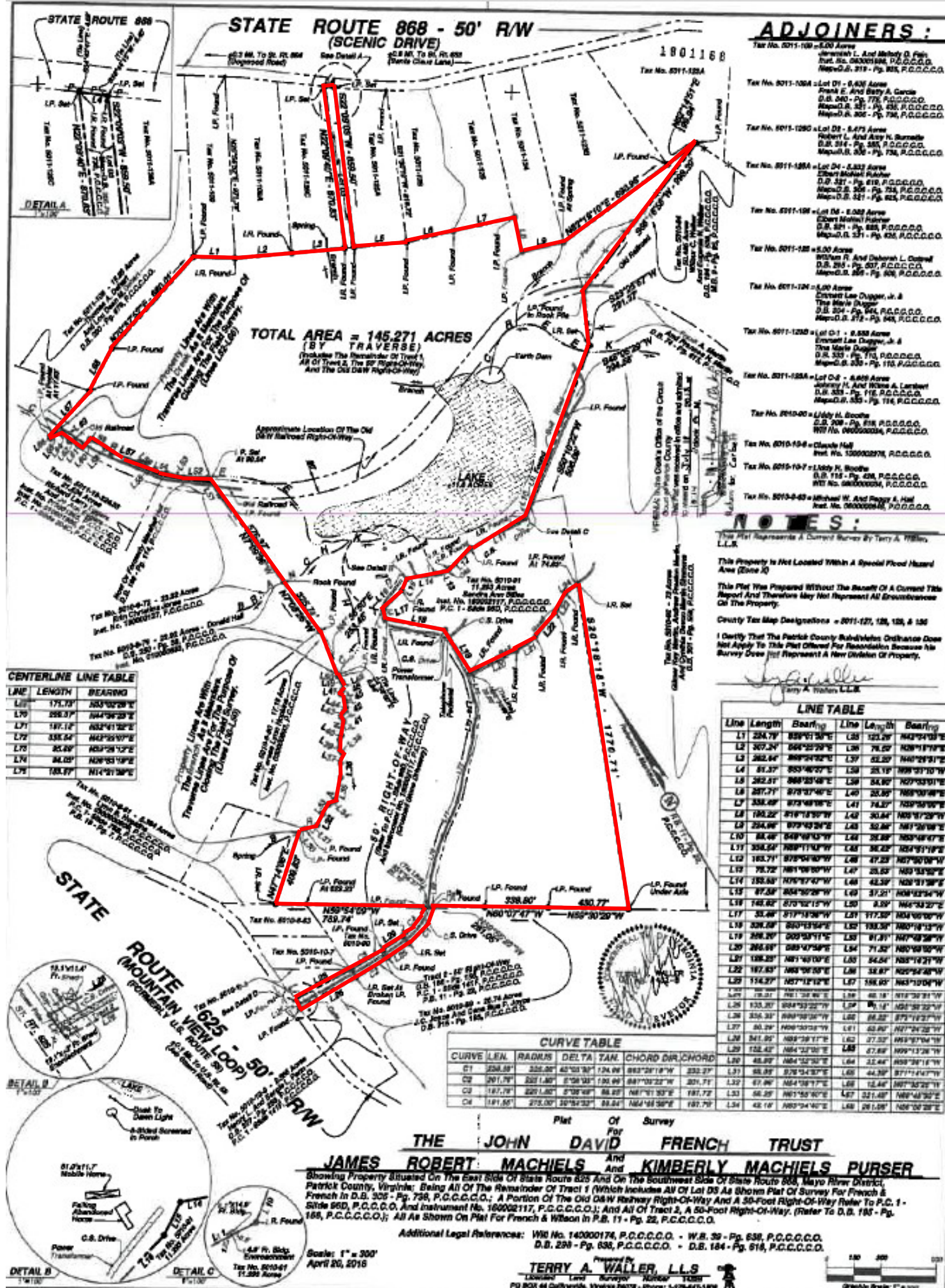
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Location

TBD Scenic Dr.,
Stuart, VA 24171





THE JOHN DAVID FRENCH TRUST
ROBERT MACHIELS ^{For} And KIMBERLY MACHIELS PURSER

Showing Property Situated On The East Side Of State Route 825 And On The Southwest Side Of State Route 808, Mayo River District, Patrick County, Virginia; Being All Of The Remainder Of Tract 1 (Which Includes All Of Lot D3 As Shown Plat Of Survey For French & French In D.B. 305 - Pg. 738, P.C.C.C.C.O.; A Portion Of The Old OAH Railway Right-Of-Way And A 50-Foot Right-Of-Way Herein To P.C. 1, Side 56D, P.C.C.C.O. And Instrument No. 160002117, P.C.C.C.C.O.); And All Of Tract 2, A 50-Foot Right-Of-Way. (Refer To D.B. 195 - Pg. 158, P.C.C.C.C.O.); All As Shown On Plat For French & Wilson In P.R. 11 - Pg. 23, P.C.C.C.C.O.

Additional Legal References: WIS No. 140000174, P.C.C.C.C.O. - W.B. 39 - Pg. 638, P.C.C.C.C.O. D.B. 298 - Pg. 638, P.C.C.C.C.O. - D.B. 184 - Pg. 618, P.C.C.C.C.O.

TERRY A. WALLER, L.L.S.
 Licensed Land Surveyor Number 14399
 P.O. BOX 44 Gulfport, Virginia 23060 - Phone: 1-878-8431

Graphic Scale: 1" = 100'

[illegible]

MEADOR ROBERT T E OR
JULIE D (RS)
150 MCPEEK DRIVE
MARTINSVILLE, VA 24112

Patrick County Virginia

5884 - 1

Assess Year: 2024 Printed: 2025-03-07 15:52

Values	
Land:	313,000
Build:	0
Other:	29,700
Total:	342,700
Heated SF:	0

Road:	868
Class:	6
MH:	1
Acres:	145.2710

P3 5011-0--127-
2485 MOUNTAIN VIEW LP
SPOON CR
PL:18-1168 I#19-1114

Topo: ROLLING
Utilities: WELL, SEP SYS
Zoning:
Street: NO PUBLIC ROAD

Sales
Date: Q 07/17/2019 Tracts: 1
Price: \$410,000.00
DB/WB: - / -
Instrument:
Plat:
Grantor:

Building Info	
Cnst:	YrBlt: 0000
Bsnm:	YrRmd: 0000
Fuel:	YrEff: 0000
Fndt:	PhysC: 0
Roof:	FEDP: 0
Rfmt:	DEPO: 0
Wall:	SndVal: 0
Floor:	Rms: 0 BR: 0

Reassessment		
List:	Initials	Date
Review:	WC	05/20/2020
Revisit:		E
Appeal:		
Last Reval: 2021		

Land:	Segment	Class	Description	Method	Grade	Acres	Lots	Base Rate	Adjusted Rate	Asmt Value
	1	23	WOODLAND	ACREAGE METHOD	U	50.6610		3,000	2,400	121,586
	2	1	BLDG SITE	ACREAGE METHOD	S	1.0000		11,200	11,200	11,200
	3	29	LAKES/PONDS	ACREAGE METHOD	F	6.0000		4,000	4,000	24,000
	4	23	WOODLAND	ACREAGE METHOD	S	84.6100		2,500	1,750	148,068
	5	13	OPEN	ACREAGE METHOD	F	3.0000		3,000	2,700	8,100
								23,700	22,050	312,954

Building:	Section	%Cmp	Class	Description	Grade	Finish	HVAC	Cnt	Area	Story	Wall	EffYr	RepCst	New	Asmt Value
	1	0	999	NO BUILDING					0	0.00	0.00	0			0

Other Features:	Section	%Cmp	Class	Description	Grade	Cond	Comment	Area	Story	BaseRt	BldYr	Asmt Value
	1	100	7	WOOD DECK	C	-30	12x14	168	1.00	18.72		2,201
	2	100	21	REC BLDG	B	0	28 X 50 PICNIC SHELTER	1400	1.00	14.30	2021	20,020
	3	100	9	FRM/CB STG SHED	A+60	0	12X 24 STORAGE BUILDING	288	1.00	16.26	2021	7,493
												29,714

No Sketch

TAX CARD

DEED

1901114

Del. to

Prepared by:
Gardner, Barrow & Sharpe, P.C.
231 East Church Street, 4th Floor
Martinsville, VA 24112

Consideration: \$410,000.00
Assessed Value: \$313,000.00

Grantee's Address: 150 McPeck Dr., Martinsville, VA 24112

Tax Parcel ID Number: 88238; Tax Map Number: 5011-(-)-127-

5011127

**ROBERT E. MEADOR AND
JULIE D. MEADOR,
HUSBAND AND WIFE**

FROM: DEED

**ROBERT T. FRENCH ESTATE TRUST DATED
AUGUST 17, 2018 AND
JOHN DAVID FRENCH LIFE INSURANCE TRUST
DATED SEPTEMBER 27, 1994, ET ALS**

THIS DEED, made this 24th day of June, 2019, by and between JAMES ROBERT MACHIELS AND KIMBERLY PAIGE MACHIELS, CO-TRUSTEES FOR THE ROBERT T. FRENCH ESTATE TRUST DATED AUGUST 17, 2018 and LINDA M. FRENCH AND THE TRUST COMPANY OF VIRGINIA, AS CO-TRUSTEES FOR THE JOHN DAVID FRENCH TRUST DATED SEPTEMBER 27, 1994, parties of the first part and Grantors herein, and ROBERT T. E. MEADOR and JULIE D. MEADOR, husband and wife, parties of the second part and Grantees herein.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantors by the Grantees, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantors do hereby bargain, sell, grant and convey, in fee simple with Special Warranty of title, unto the Grantees as tenants by the entireties with right of survivorship as at common law, all of their rights title and interest in and to the following described property, to-wit:

All that certain tract or parcel of land, together with all improvements thereon located and appurtenances thereunto appertaining, situated in the Mayo River Magisterial District of Patrick County, Virginia, lying on East side of State Route 625 (Mountain View Loop) and on the Southwest side of State Route 868 (Scenic Drive), containing a TOTAL AREA = 145.271 ACRES, all as is more clearly shown on that certain Plat of Survey for The John David French Trust and James Robert Machiels and Kimberly Machiels Purser, prepared by Terry A. Waller, L.L.S., dated April 20, 2018 and of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, as Instrument Number 180001168.

TOGETHER WITH that certain 50 Foot Right-of-Way for a means of ingress and egress to and from State Route 625 (Mountain Valley Loop) (Formerly U.S. Route 58) as shown on that certain Plat of Survey for The John David French Trust and James Robert Machiels and Kimberly Machiels Purser, prepared by Terry A. Waller, L.L.S., dated April 20, 2018 and of record in the aforesaid Clerk's Office as Instrument Number 180001168.

BEING a portion of the same property conveyed to The Robert T. French Estate Trust Dated August 17, 2019 from Paul T. Machiels by deed dated December 12, 2018 and of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia as Instrument Number 190000038 and to John David French Life Insurance Trust Agreement dated September 27, 1994 by the Last Will and Testament of John David French of record in the aforesaid Clerk's Office in Deed Book 49, page 1507, Article V, whereby he gave, bequeath and devised all of the rest, residue and remainder of his estate real or personal, which in the hereinabove describe property constitutes a portion of, to Co-Trustees of that certain John David French Life Insurance Trust dated September 27, 1994,

For a more particular description of the property herein conveyed reference is here had to deed, Will and plat of record as aforesaid.

This conveyance is made subject to all lawful easements and rights-of-way properly of record in the aforesaid Clerk's Office and Statement of Covenants for French & French Subdivision Owned By Estate of John D. French and Robert T. French, dated February 10, 1995

and of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia in Deed Book 305, page 733.

See Certification of Trust for the Robert T. French Estate Trust attached hereto as Exhibit "A".

See Letter of Acceptance from The Trust Company of Virginia as Successor Corporate Co-Trustee for the John David French Life Insurance Trust attached hereto as Exhibit "B".

WITNESS the following signatures and seals the day and year first above written:

(SIGNATURE PAGES TO FOLLOW)

THE ROBERT T. FRENCH ESTATE
TRUST DATED AUGUST 17, 2018

[Signature] (Seal)
James Robert Machiels, Co-Trustee

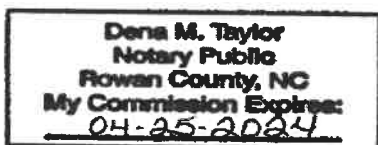
[Signature] (Seal)
Kimberly Paige Machiels, Co-Trustee

STATE OF North Carolina, AT LARGE,

CITY/COUNTY OF Rowan, TO-WIT:

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by James Robert Machiels as Co-Trustee for The Robert T. French Estate Trust Dated August 17, 2018.

My commission expires: 04-25-2024



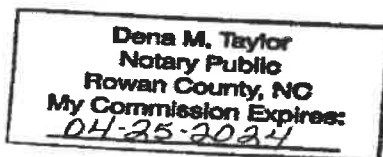
Dena M. Taylor
NOTARY PUBLIC

STATE OF North Carolina, AT LARGE,

CITY/COUNTY OF Rowan, TO-WIT:

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by Kimberly Paige Machiels as Co-Trustee for The Robert T. French Estate Trust Dated August 17, 2018.

My commission expires: 04-25-2024



Dena M. Taylor
NOTARY PUBLIC

JOHN DAVID FRENCH LIFE INSURANCE
TRUST DATED SEPTEMBER 27, 1994

Linda M. French (Seal)
Linda M. French, Co-Trustee

Brad E. Mullins, Sr. (Seal)
Brad E. Mullins, Senior Vice- President of The Trust
Company Of Virginia, Successor Corporate
Co-Trustee

STATE OF North Carolina, AT LARGE,
CITY/COUNTY OF Henderson, TO-WIT:

The foregoing instrument was acknowledged before me this 1st day of
July, 2019, by Linda M. French, Co-Trustee of John David French Life Insurance
Trust Dated September 27, 1994.



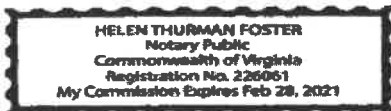
My commission expires: July 26, 2020.

[Signature]
NOTARY PUBLIC

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF ROANOKE, TO-WIT:

The foregoing instrument was acknowledged before me this 27th day of
June, 2019, by Brad E. Mullins, Senior Vice-President of The Trust Company of
Virginia, Successor Corporate Co-Trustee of John David French Life Insurance Trust Dated
September 27, 1994.

My commission expires: 2/28/2021.



Helen Thurman Foster
NOTARY PUBLIC



CERTIFICATION OF TRUST FOR THE ROBERT T. FRENCH ESTATE TRUST

**PAUL T. MACHIELS
SETTLOR**

AND

**JAMES ROBERT MACHIELS AND KIMBERLY PAIGE MACHIELS
TRUSTEES**

June 24, 2019

**Prepared by William L. Mills, III
Mills Law, P. A.
49 Means Avenue SE
Post Office Box 528
Concord, NC 28026-0528**

(704) 782-3315

**NORTH CAROLINA
CABARRUS COUNTY**


**CERTIFICATION OF TRUST FOR THE
ROBERT T. FRENCH ESTATE TRUST**

The undersigned Trustees furnish the following information concerning the Certification of Trust for the Robert T. French Estate Trust pursuant to North Carolina General Statute section 36C-10-1013.

1. The Robert T. French Estate Trust was established by a trust agreement dated August 17, 2018.
 2. The settlor of the Robert T. French Estate Trust was Paul T. Machiels.
 3. The currently acting Trustees of the Robert T. French Estate Trust are James Robert Machiels and Kimberly Paige Machiels.
 4. The Trustees were given the following powers, in addition to all powers enumerated in Article 8 of Chapter 36C of the North Carolina General Statutes and the powers enumerated in North Carolina General Statute section 32-27:
 - a. The power to make loans, to borrow, or to encumber trust property for the debts of the Trust or the joint debts of the Trust or a co-owner of trust property;
 - b. The power to retain and acquire property and to pledge assets held subject to the Trust;
 - c. The power to buy, sell, and pledge as collateral, any interest in real property of which the Trust is the owner or co-owner;
 - d. The power to buy, sell, and trade in securities of any nature, to maintain and operate margin accounts, and to pledge any securities;
 - e. The power to exercise or dispose of any options, privileges, or rights; and
 - f. The power to borrow and give collateral.
 5. The Robert T. French Estate Trust is irrevocable.
 6. The taxpayer identification number, if any, for The Robert T. French Estate Trust is withheld from disclosure in this Certification of Trust which is intended for public filing.
 7. Title to real property will be held and conveyed as: "James Robert Machiels and Kimberly Paige Machiels, Trustees of the Robert T. French Estate Trust Dated August 17, 2018."
 8. No change in any matter disclosed in this Certification of Trust is pending or contemplated as of the date of execution of this Certification of Trust.
-

The undersigned Trustees being first duly sworn declare the foregoing statements are true and accurate on the date of execution of this Certification of Trust.

TRUSTEES

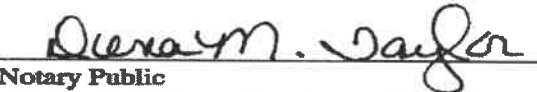

James Robert Machiels (SEAL)

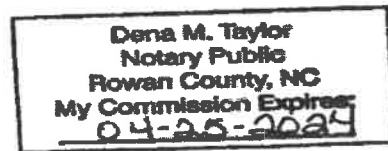

Kimberly Paige Machiels (SEAL)

NORTH CAROLINA
ROWAN COUNTY

I, Dena M. Taylor, a Notary Public in and for said County and State, do hereby certify that James Robert Machiels, as trustee, personally came before me this day and acknowledged the execution of the foregoing Certification of Trust for the Robert T. French Estate Trust.

Witness my hand and notarial seal, this 24th day of June, 2019.


Notary Public
My commission expires: 25 April 2024

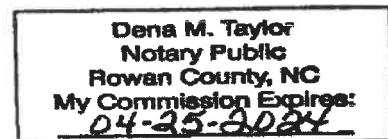


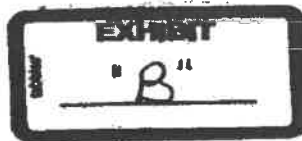
NORTH CAROLINA
ROWAN COUNTY

I, Dena M. Taylor, a Notary Public in and for said County and State, do hereby certify that Kimberly Paige Machiels, as trustee, personally came before me this day and acknowledged the execution of the foregoing Certification of Trust for the Robert T. French Estate Trust.

Witness my hand and notarial seal, this 24th day of June, 2019.


Notary Public
My commission expires: 25 April 2024





Branch Banking and Trust Co. of Virginia
Attn: Ms. Lynanne Newman
Personal Trust Specialist
P O Box 5228
Martinsville, VA. 24115

Re: Trust Under Agreement of John David French DTD. 9/27/1994
Account #1833000584

Dear Lynanne:

As we have previously discussed, I have been carefully considering making a change in the corporate trustee under my husband's referenced Trust. I have now decided to exercise the authority granted me under Article X-B. of the Trust Agreement. Accordingly, I hereby remove BB&T (corporate successor to Piedmont Trust Bank) as the Co-trustee and replace with The Trust Company of Virginia.

Mr. Robert L. Bradshaw, Jr., Senior Vice President, The Trust Company of Virginia, Roanoke, has acknowledged below their acceptance to serve as the Successor corporate Co-trustee. Mr. Bradshaw will provide you with instructions for the current trust assets as well as delivery instructions.

I will appreciate your assistance with transfer. Thank you for working with me over the years with my husband's family trust.

Sincerely,

Linda M. French
Mrs. Linda M. French, Co-Trustee
3423 Londonberry Court
Roanoke, Va. 24018

Date: Sept. 21, 2004

The Trust Company of Virginia hereby agrees to accept the fiduciary responsibilities of the Successor Corporate Co-trustee under the John David French Life Insurance Trust dated Sept. 27, 1994.

By: *Robert L. Bradshaw, Jr.*
Senior Vice President

Date: Sept. 21, 2004

INSTRUMENT 190001114
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY CIRCUIT COURT ON
JULY 17, 2019 AT 01:59 PM
\$410.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$205.00 LOCAL: \$205.00
SHERRI M. HAZLEWOOD, CLERK
RECORDED BY: RRR

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 15th 2025, between Julie D Meador 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 Patrick, Virginia, and described as:

Consisting of +/- 145.271 acres and improvements; Parcel ID: 5011-127; SPOON CR PL:18-1168 I#19-1114

Address: TBD Scenic Dr., Stuart, VA 24171

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 \$20,000 (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 30th 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.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the

Seller's Initials _____

Purchaser's Initials _____

disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

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

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

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement 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

Seller's Initials _____

Purchaser's Initials _____

relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

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

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

6. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage 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

Seller's Initials _____

Purchaser's Initials _____

prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

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

(h) **Assignability.** This Contract may not be assigned by either Seller or

Seller's Initials _____

Purchaser's Initials _____

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.

Julie D Meador

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____