

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 – Angela T. Boyd

<u>AUCTION LOCATION</u> – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE - Wednesday, October 22nd, 2025 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".

<u>AUCTIONEER</u> – 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:

Offering #1: Tax Parcel 4513-9; Tax Parcel 4513-8; Tax Parcel 4513-7 Consisting of +/-1.7124 Acres & Improvements; Instrument #: 170001966 & 170001965

Offering #2: Tax Parcel 4513-10; Consisting of +/-7.9779 Acres; Instrument #: 170001965

Address:

100 Free Union Rd., Meadows of Dan, VA 24120

- Online Bidding Open NOW
- Online Bidding <u>Closes</u> on Wednesday, October 22nd, 2025 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 <u>BlueRidgeLandandAuction@gmail.com</u>. 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).
- Purchase Contract: Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by United Country | Blue Ridge Land and Auction no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000 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, December 8**th, **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. Offering #2 of 7.9779 acres is subject to a 50' easement with East Tennessee Natural Gas Company Instrument # 030000705, Patrick County VA.
- 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be the high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 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



Aerial

Auction Services



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



Contour

Auction Services



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



Auction Services

Neighborhood

100 Free Union Rd., Meadows of Dan, VA 24120

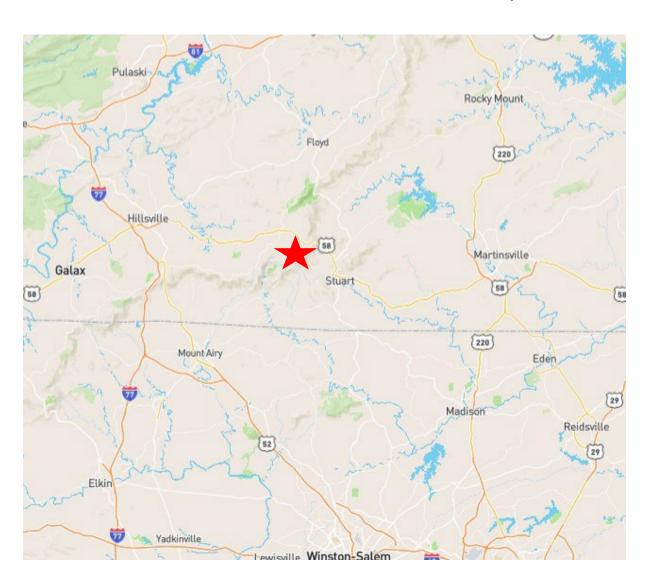




Country Location

Auction Services

100 Free Union Rd., Meadows of Dan, VA 24120



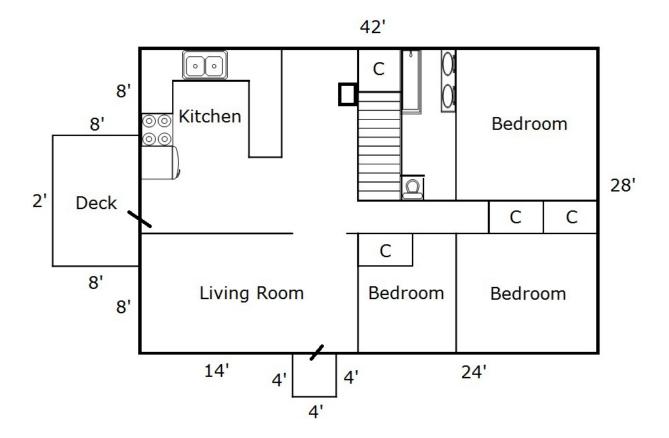


Real Estate Floor Plan

Auction Services

General Floorplan - 1,176 SQ FT; 3BR / 1 BTH

Metal Roof Brick Exterior Cinderblock Foundation Well & Septic Hardwood & Vinyl Floors
Panel Walls
Split Unit Heating / Air
Full Basement w/ Woodstove
Gas Wall Heater



Patrick County Virginia

BOYD ANGELA T

Offering #2 Tax Card

2558 33,870 33,615 Asmt Value 4,500 Adjusted Rate 4,500 Base Rate 5,000 5,000 Lots 7.4700 Acres Grade ACREAGE METHOD SOUND VALUE Method Class Description 14 OPEN 42 EASEMNT Segment - 0

Land:

RETURN TO: ALAN BLACK PO BOX 1076 STUART, VA 24171

1701965

This Deed was prepared by Alan Black, PLC. VSB: 30614

GREGORY W. BOYD ANGELA T. BOYD Husband and Wife

FROM: TAX EXEMPT DEED OF GIFT PURSUANT TO SECTION 58.1-811

Tax ID #: 4513-()-7 4513-()-10

ROBERT W. BOYD GREGORY W. BOYD

THIS DEED OF GIFT made this the 11th day of October, 2017 by and between Robert W. Boyd and Gregory W. Boyd, Grantors, parties of the first part, and Gregory W. Boyd and Angela T. Boyd, husband and wife, Grantees, parties of the second part, whose address is 1989 The Hollow Road, Ararat, Virginia 24053.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of a gift, the parties of the first part do hereby give, grant and convey with Covenants of General Warranty and New English Covenants of Title unto the parties of the second part, Gregory W. Boyd and Angela T. Boyd, husband and wife, as tenants by the entirety, with the right of survivorship, as at common law in accordance with Section 55-21 of the Code of Virginia, 1950, as amended, all of their interest in those tracts of land together with the improvements thereon and appurtenances thereunto belonging, lying, and being in Blue Ridge Magisterial District of Patrick County, Virginia containing 7.9779 acre and 0.0047 acre, more or less.



AND BEING that same land conveyed to Robert William Boyd and Gregory W. Boyd, by deed dated March 14, 1985 from Emiline G. Boyd, recorded in the Clerk's Office of the Circuit Court of Patrick County in Deed Book 242, at Page 248.

Reference is hereby made to the aforementioned deed for a further and more accurate description of the property herein conveyed.

Said conveyance is subject to all rights-of-way and easements which may be of record in the aforesaid Clerk's Office.

NO TITLE EXAMINATION REQUESTED.

WITNESS the following signatures and seals:

Rulus w Boyd (SEAL Robert W. Boyd

STATE OF VIRGINIA

COUNTY OF PATRICK, to wit:

USA THONE

IDE

ON ARY PUB

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert W. Boyd whose name is signed to the foregoing deed bearing date on the 11th day of October, 2017 have personally appeared before me this day in my jurisdiction aforesaid and acknowledged the due execution of same.

GIVEN under my hand this the day of Was

2017.

Notary Public

Registration Number: 1582

My commission expires: 23

INTENTIONALLY LEFT BLANK

STATE OF VIRGINIA

COUNTY OF PATRICK, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Gregory W. Boyd whose name is signed to the foregoing deed bearing date on the 11th day of October, 2017 have personally appeared before me this day in my jurisdiction aforesaid and acknowledged the due execution of same.

GIVEN under my hand this the day of wenter.

MULISA 740 Explres 0 03-31-19

158230 OTARY PUBLIC PRGINIA

2017.

Notary Public

Registration Number:

My commission expires: 03

INSTRUMENT 170001965
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY CIRCUIT COURT ON
NOVEMBER 2, 2017 AT 01:36 PM
VICKI S. REECE , CLERK
RECORDED BY: MEB

Verified: (338) 3-20-85 ROBERT W. BOYD GREGORY W. BOYD

FROM: DEED

EMELINE S. BOYD

Mailed to: Robert W. Boyd Rt 1, Box 95-A Meadows of Dan, VA 3-20-85

THIS DEED, Made this 14th day of March, 1985, by and between EMELINE S. BOYD, Widow, herein called the Grantor, and ROBERT W. BOYD and GREGORY W. BOYD, herein called the Grantees, provides:

THAT for TEN DOLLARS (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor hereby bargains, sells, grants and conveys with covenants of General Warranty of Title unto Grantees, ROBERT W. BOYD and GREGORY W. BOYD, all of those two certain lots, tracts or parcels of land, together with the improvements thereon and the appurtenances thereunto belonging, lying and being in Blue Ridge Magisterial District of patrick County, Virginia, and more particularly described as follows:

Containing 7.9779 acres as shown on a survey entitled "ROBERT W. AND GREGORY W. BOYD", prepared by Larry G. Rakes, C. L. S. 1435, dated February 25, 1985, which said plat is to be recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia, simultaneously with this deed; and containing 0.0047 acres as shown on a survey entitled "Plat of Survey ROBERT W. AND GREGORY W. BOYD", prepared by Larry G. Rakes, C. L. S., dated February 25, 1985, which said plat is to be recorded in the aforesaid Clerk's Office simultaneously with this deed; and being a part of the same lands which were conveyed to O. R. Boyd and Emeline S. Boyd, his wife, by deed of Edna B. Lewis, et als, dated the 27th day of May, 1971, which said deed is of record in the aforesaid Clerk's Office in Deed Book 164, at page 558; and also being a part of the lands conveyed to Orville R. Boyd and Emiline Elizabeth Boyd, his wife, by deed of M. L. Lawson and Audrey Lawson, his wife, dated the 4th day of March, 1946, which said deed is of record in the aforesaid Clerk's Office in Deed Book 173, at page 697; and reference is heremade to the aforesaid deeds for any further description of the lands hereby conveyed and for chain of title.

Orville Robert Boyd died testate in Patrick County, Virginia, on the 16th day of August, 1983, and under the terms of his will duly probated in the aforesaid Clerk's Office and of record in Will Book 28, at page 555, he devised all of his lands to his wife, Emeline S. Boyd, the Grantor herein, and she executes this deed for the purpose of conveying fee simple title to the above described lands to the Grantees herein.

The Grantor further covenants that she has the right to convey the above lands to the Grantees; that she has done no act to encumber the same; that the said Grantees shall have quiet possession of said lands, free from all encumbrances; and that she will execute such further assurance of title to the same as shall be requisite.

WITNESS the following signature and seal.

Emeline & Bong

(SEAL)

STATE OF VIRGINIA,

AT LARGE, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Emeline S. Boyd, whose name is signed to the foregoing deed, bearing date on the 14th day of March, 1985, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 1444 day of March, 1985.

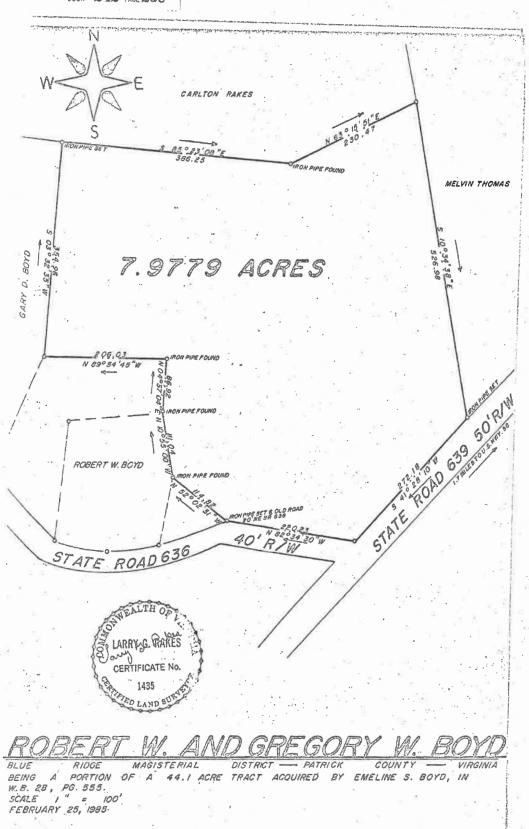
Notary

My commission expires:

VIRGINIA--Patrick County, To-wit:

In the clerk's office of Patrick Circuit Court, the 14th day of March, 1985, this Deed was presented and with the certificate annexed, admitted to record at 11:30 o'clock a.m.

, Clerk



PREPARED BY
LARRY G. RAKES - CL 5 1435
STUART, VIRGINIA

35 - 2 - 25

RETURN TO: ALAN BLACK PO BOX 1076 STUART, VA 24171

1701966

This Deed was prepared by Alan Black, PLC. VSB: 30614

GREGORY W. BOYD ANGELA T. BOYD Husband and Wife

FROM: TAX EXEMPT DEED OF GIFT PURSUANT TO SECTION 58.1-811

Tax ID #: 4513-()-8 4513-()-9

ROBERT W. BOYD

THIS DEED OF GIFT made this the 11th day of October, 2017 by and between Robert W. Boyd, Grantor, party of the first part, and Gregory W. Boyd and Angela T. Boyd, husband and wife, Grantees, parties of the second part, whose address is 1989 The Hollow Road, Ararat, Virginia 24053.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of a gift, the party of the first part does hereby give, grant and convey with Covenants of General Warranty and New English Covenants of Title unto the parties of the second part, Gregory W. Boyd and Angela T. Boyd, husband and wife, as tenants by the entirety, with the right of survivorship, as at common law in accordance with Section 55-21 of the Code of Virginia, 1950, as amended, all of those tracts of land together with the improvements thereon and appurtenances thereunto belonging, lying and being in Blue Ridge Magisterial District of Patrick County, Virginia containing 0.872 acre and 0.87 acre, more or less.



Tract one containing 0.872 acre, more or less, AND BEING that land conveyed to Robert William Boyd, by deed dated June 9, 1981 from Orville R. Boyd and Emiline Elizabeth Boyd, recorded in the Clerk's Office of the Circuit Court of Patrick County in Deed Book 223, at Page 117.

Tract two containing 0.87 acre, more or less AND BEING that land conveyed to Robert William Boyd and Shirley T. Boyd, husband and wife, as tenants by the entirety, with the right of survivorship, by deed dated August 10, 1972 from Orville R. Boyd and Emilie Elizabeth Boyd, recorded in the Clerk's Office of the Circuit Court of Patrick County in Deed Book 174, at Page 452.

Shirley T. Boyd died March 9, 1980, survived by her husband, Robert W. Boyd, as her sole heir.

Grantor reserves a life estate in tract two conveyed herein. Tax Parcel 4513-()-9.

Reference is hereby made to the aforementioned deed for a further and more accurate description of the property herein conveyed.

Said conveyance is subject to all rights-of-way and easements which may be of record in the aforesaid Clerk's Office.

NO TITLE EXAMINATION REQUESTED.

WITNESS the following signature and seal:

INTENTIONALLY LEFT BLANK

Robert W. Boyd (SEAL)

STATE OF VIRGINIA

COUNTY OF PATRICK, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert W. Boyd whose name is signed to the foregoing deed bearing date on the 11th day of October, 2017 have personally appeared before me this day in my jurisdiction aforesaid and acknowledged the due execution of same.

GIVEN under my hand this the 2nd day of (Member)

2017.

THONWEA POR 158230

Notary Public

Registration Number: 15823

My commission expires: 03-31-2019

INSTRUMENT 170001966
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY CIRCUIT COURT ON
NOVEMBER 2, 2017 AT 01:37 PM
VICKI S. REECE , CLERK
RECORDED BY: MEB

Verified 6-16-81

Mailed to:

6-16-81

Robert William Foyd Rt.1, Box 95 Mead. of Dan, V.

(566)

ROBERT WILLIAM BOYD Route 1, Box 95 Meadows of Dan, VA

From:

DEED OF BARGAIN AND SALE

ORVILLE R. BOYD EMILINE ELIZABETH BOYD

THIS DEED, made this 9th day of June, 1981, by and between ORVILLE R. BOYD and EMILINE ELIZABETH BOYD, husband and wife, parties of the first part, and ROBERT WILLIAM BOYD, Widow, party of the second part;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand, paid by the party of the second part unto the parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part hereto do hereby bargain, sell, grant and convey, unto the said party of the second part herein, ROBERT WILLIAM BOYD, with General Warranty of Title and English Covenants of Title, all of that one certain lot, tract, or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, lying and being in Blue Ridge Magisterial District of Patrick County, Virginia, containing 0.872 of an acre by survey, and being more particularly described as follows:

All of that one certain lot, tract or parcel of land as shown on a plat prepared by A. M. Barnard, C.L.S. 820, entitled "ROBERT W. & GREGORY W. BOYD", dated May 26, 1981, which plat is to be recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia, simultaneously herewith.

The aforedescribed lot, tract or parcel of land is a portion of a certain 41.1 acres, more or less, tract or parcel of land that was conveyed to Orville R. Boyd and Emiline Elizabeth Boyd, his wife, parties of the first part herein, by deed dated March 4, 1946, from M. L. Lawson and Audrey Lawson, his wife,

TERRY AND ROGERS
P. O. DRAWER 343
STUART, VIRGINIA 34171

which deed is of record in the aforesaid Clerk's Office in Deed Book 83, at pages 204 and 205.

Reference is hereby expressly made to the aforementioned deed and plat for a more particular description and derivation of title of the land herein conveyed.

WITNESS the following signatures and seals:

ORVILLE R. BOYD (SEAL)

Emiline Elizabeth Boyd (SEAL)

STATE OF VIRGINIA COUNTY OF PATRICK to wit:

and for the County of Patrick, in the State of Virginia, do hereby certify that ORVILLE R. BOYD and EMILINE ELIZABETH BOYD, his wife, whose names are signed to the foregoing DEED OF BARGAIN AND SALE, bearing date on the 9th day of June, 1981, have this day personally appeared before me in my jurisidiction aforesaid and acknowledged the due execution thereof.

Given under my hand on this the $\frac{2}{2}$ day of June, 1981.

Rebecca M. Akeul

My Commission Expires:

9-6-82

VIRGINIA -- Patrick County, To-wit:

In the clerk's office of Patrick Circuit Court, the 9th day of June, 1981 this Deed was presented and with the certificate annexed, admitted to record at 3:00 o'clock P. M., after payment of tax imposed by Sec. 58-54.1 in the amount of \$1.00.

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TESTE:

Davie Dh. Hanky

,Clerk

LAW OFFICES
TERRY AND ROGERS
P. O. DRAWER 508
STUART, VIRSINIA 14175

Refer to most recent Survey on Page 11

ROAD PLAT OF SURVEY ROBERT W. A GREGORY W. BOYD TRACT ACQUIRED BY QR. BOYD IN DB83 P204 BARNARD, CLS 820 MEADOWS OF DAN, VIRGINIA

CONTRACT OF PURCHASE

bet	HIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of <u>October 22nd, 2025</u> , tween <u>Angela T. Bovd</u> , owner of record of the Property sold herein (hereinafter referred to as the eller"), and
bic	ereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful lder at a public auction of the Property held on this date and this Contract restates the terms of sale nounced 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 Carroll, Virginia, and described as:
2.	Legal Description – Offering #1: Tax Parcel 4513-9; Tax Parcel 4513-8; Tax Parcel 4513-7 Consisting of +/- 1.7124 Acres & Improvements; Instrument #: 170001966 & 170001965
	Offering #2: Tax Parcel 4513-10; Consisting of +/-7.9779 Acres; Instrument #: 170001965
	More Commonly Known As – 100 Free Union Rd., Meadows of Dan, VA 24120
3.	Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
4.	Deposit. Purchaser has made a deposit with the Auction Company, of\$5,000 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.
	Settlement Agent and Possession. Settlement shall be made at on or before December 8 th , 2025 ("Settlement Date"). Time is of essence. Possession shall be given at Settlement.
6.	Required Disclosures.
	Property Owners' Association Disclosure. Seller represents that the Property is <u>not</u> located thin a development that is subject to the Virginia Property Owners' Association Act ("Act") irginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act Seller's Initials Purchaser's Initials

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

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

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

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

- (b) **Virginia Residential Property Disclosure Act**. The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.
- (c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is <u>not</u> a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit

Seller's Initials	Purchaser's Initials

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

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

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

(d) Mechanics' and Materialmen's Liens.

NOTICE

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

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

(e)	Notice of Principal Residence. Purchaser does _	or does not	intend to occupy
the Pro	operty as Purchaser's principal residence.		

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

by its c	coverage.	
(g)	Lead-Based Paint Disclosure.	The certification, required pursuant to the Lead-Based Paint
	Seller's Initials	Purchaser's Initials

Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1971 and lead base paint disclosures apply.

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

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

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

7. Standard Provisions.

- (a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.
- (b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation,

Seller's Initials	Purchaser's Initials

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

- (c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of 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 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.
- (i) Other. Offering # 2 of 7.9779 acres is subject to a 50' easement with East Tennessee Natural Gas Company Instrument # 030000705, Patrick County VA.

Seller's Initials	Purchaser's Initials

IN WITNESS WHEREOF, the Purch day and year first above written.	aser and the Seller ha	we duly executed this Contr	act as of the
Angela T. Boyd (Seller)		Date	
Purchaser Name			
Address			
Phone #	Email		
(Purchaser signa	ture)	Date	
Purchaser Name			
Address			
Phone #	Email		
(Purchaser signature)		Date	
Seller's Initials		Purchaser's Initia	ls



SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

VAR FORM SUM1 Revised 07/22

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Reviewed 07/22

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occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

- 1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
- The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
- 3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
- 4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
- 5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
- 6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at http://sex-offender.vsp.virginia.gov/sor/.
- 7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
- 8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
- 9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
- 10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
- 11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

- necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and
- 12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § 15.2-5157, but in any event, prior to settlement pursuant to such contract.
- 13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
- 14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
- 15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
- 16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
- 17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
- 18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

riease acknowledge receiving a copy of this suffilliary i	by signing below.
Angela Boyd	(Date)
	(Date)
	(Date)
-	(Date)

Please acknowledge receiving a copy of this summany by signing below



PROPERTY ADDRESS/

Virginia Real Estate Board https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

LEGAL DESCRIPTION: 100 Free Union	Rd., Meadows of Dan, VA 24120	
The purchaser is advised of the disclosures lis STATEMENT located on the Real Estate Board v https://www.dpor.virginia.gov/Consumers/Residen	• •	
Disclosure Act (§ 55.1-700 et seq. of the Code og	s required under the Virginia Residential Property (Virginia) and, if represented by a real estate licensees having been informed of the rights and obligations	
Owner	Owner	
08/16/2025		
Date	Date	
The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the <i>Code of Virginia</i>). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.		
Purchaser	Purchaser	
Date	Date	
	DPOR rev 07/2021	



VIRGINIA REALTORS® DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (Purchase)



This disclosure applies to the property(ies) in the City or County of Potrick

100 Free Union Rd., Meadows of Dan, VA 24120 and is described as follows:

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified

that such lead pois reduced pregnant lead-base	h property may present exposure to lead from soning. Lead poisoning in young children may intelligence quotient, behavioral problems, a t women. The seller of any interest in residenti sed paint hazards from risk assessments or in sed paint hazards. A risk assessment or insp	n lead-based pain produce permane and impaired men ial real property is spections in the s	t that may place young children at risk of developing in the risk of developing also poses a particular risk to required to provide the buyer with any information on eller's possession and notify the buyer of any known a lead-based paint hazards is recommended prior to
Sellers' [Disclosures (each Seller initial in each space a	nd check the appr	opriate box after each space)
4B	_ (a) Presence of lead-based paint hazards (check	one below):	
,	Seller has no knowledge of lead-based p Known lead-based paint and/or lead-based		
AB	(b) Records and reports available to the seller (c	heck one below):	
	Seller has no reports or records pertaining	ng to lead-based pa	int and/or lead-based hazards in the housing.
	Seller has provided the purchaser with lead-based hazards in the housing (list document)		ords and reports pertaining to lead-based paint and/or
Purchase	ers' Acknowledgments (each purchaser initial	in each space and	check the appropriate box after space (e))
	_(c)Purchaser has received copies of all available	e information listed	above.
https://ww	_(d)Purchaser has received the pamphlet ww.epa.gov/sites/default/files/2020-04/documents/		Family From Lead in Your Home.", available at portrait-color-2020-508.pdf
	(e)Purchaser has (check one below):		
	the presence of lead-based paint and/or lead-	-based paint hazard	
	Waived the opportunity to conduct a lead-based paint hazards.	risk assessment	or inspection for the presence of lead-based and/or
	Acknowledgments (each agent involved in this ate space)	s transaction rece	iving compensation from the seller must initial in the
MG	(f) Seller's agent (listing agent) has informed the of his/her responsibility to ensure compliance	e seller of the seller	's obligations under 42 U.S.C. 4852d and Agent is aware
		.S.C. 4852d, or the	n seller or seller's agent) has been assured the seller is Agent has informed the seller of the seller's obligations lity to ensure compliance.
The follow	tory is true and accurate.	e and certify that, to	the best of their knowledge, the information provided by
Date	Seller	Date	Purchaser
Date	Seller /	Date	Purchaser /
Date	Agent	Date	Agent
	ational purposes only:	_	
Firm:	COPYRIGHT©2023 by Virginia REALTORS®. All rights	Firm:	у members in good standing of Virginia REALTORS®.

VAR Form 1350 Revised 07/23

Reviewed 07/23 Matt Gallimore

Pipeline Easement

Document Prepared by and return to:
East Tennessee Natural Gas Company
P.O. Box 510
Marion Va. 24354

Line No.: 3605-1 Tract No. PA-47

0300705

GRANT OF EASEMENT

COMMONWEALTH OF VIRGINIA

COUNTY OF PATRICK

} ss

KNOW ALL BY THESE PRESENTS: that the undersigned Robert W Boyd & Gregory W Boyd, (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by EAST TENNESSEE NATURAL GAS COMPANY, a Tennessee Corporation whose address is, 5400 Westheimer Court, Houston, Texas 77056, (hereinafter called "Grantee"), does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent, perpetual and exclusive right of way and easement ("Right-of-Way") for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, removing, reconstructing, relocating, changing the size of and abandoning pipelines (not to exceed two (2) in number), and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, pig launchers and receivers, fences, pipeline markers, and other appurtenant facilities above or below ground, for the transportation of natural gas, oil, petroleum, and any other substances which can be transported through pipelines, under, upon, over and through lands which the Grantor owns or in which the Grantor has an interest, situated in the County of Patrick, State of Virginia, more particularly described as follows:

The land described in a Deed(s) from Emeline S Boyd to the herein Grantor, dated 3/14/1985, and recorded in Deed Book 242, Page 248, in the Circuit Court Clerk's Office of Patrick County, Virginia, ("Grantor's Land")

The Right-of-Way herein granted shall be a total width of fifty feet (50'), extending fifteen feet (15') on the northeasterly side and thirty-five feet (35') on the southwesterly side of the pipeline to be constructed hereunder, and as generally shown on the drawing, Exhibit "A", attached hereto. Said drawing is preliminary, and the location of said Right-of-Way shall be fixed and determined by the pipeline as installed.

Also included in the herein Grant of Easement is a temporary easement for the use of an additional temporary work space as generally shown on the aforesaid drawing, which temporary workspace is adjacent to and parallel to said Right-of-Way. Said temporary workspace if any, will expire 18 months after the completion of construction.

The permanent and temporary easement rights granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Lands and other adjacent lands of the Grantor on public or private roads or ways, as may exist from time to time, to and from said Right-of-Way.

Line No.3605-1 Tract No.: PA-47

This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to the rights to limit access to the Right-of-Way; to remove, clear and to keep clear, at the Grantee's option and with no additional compensation to Grantor, upon notice to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions which might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance requirements in Grantee's federal and state authorizations without obtaining the Grantee's prior written consent.

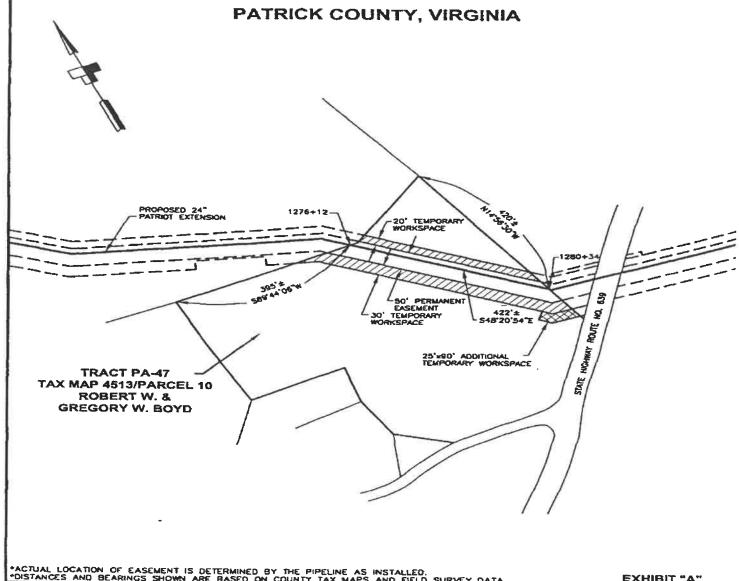
The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed.

IN WITNESS WHEREOF, the GRANTOR herein, has duly executed this agreement this

TLOTK day of NOVEW BER	, 2002.
WITNESS:	GRANTOR:
Sem Daylor	Releat w Jayel
0	Robert W Boyd
	Gregory W Boyd



	THE PARTY PARTY	BASED ON COONT	TAX MAPS AND FIE		AIA.	EXHIB	11 A
OWNER	ROBERT W. & GI	REGORY W. BOYD	2000	TRACT.	PA-47	ALIGNMENT SHEET NO.	1-52-25
LOCATION PATRICK COUNTY, VIRGINIA					- F31	7_=	
TOTAL DISTANCE ACROSS PROPERT	ry 422 FEET	25.8 RODS	ENG.		Pul		
ROW 0.58 AC. PERM 6.51 AC. DRN, BY RJJ CHK, BY JL		CHK. BY JLA	East Tennessee Natural Gas Company				
ATE 01/25/02 SCALE 1"=200' DWG. NO. PA-47		PA-47	5400 Westhelmer Ct. Houston, TX 77056-5310 715/627-540				

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF PATRICK SS
•
Personally appeared before me, May Jane Altier, a Notary Public of the state and county aforesaid, personally came Robert W Boyd, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be (his/her/their) free act and deed.
Witness my hand and official seal this 16th day of November . 2002.
My commission expires: 11-30-04 (Notary Public)
COMMONWEALTH OF VIRGINIA
SS
COUNTY OF PATRICK
Personally appeared before me, May Jane Office and South a Notary Public of the state and county aforesaid, personally came Gregory W Boyd, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be (his/her/their) free act and deed.
Witness my hand and official seal this 16th day of november, 2002.
My commission expires: 11-30-04 My commission expires: 11-30-04 EELORDEI IN THE CLERK'S OFFICE OF FATRICK COUNTY ON FEBRUARY 28, 2003 AT 04:16PM SUSAN C. GASPERINI, CLERK EY: WWW. M. Ko YEVENY (DC)