

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 - SBC Contractors LLC by and through Richard Boyd as Managing Member

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

AUCTION DATE - Wednesday, November 12th, 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: +/- 13.009 acres; Portion of Tax Map #073-1-11; DB 2022 PG 109

Address: Peppers Ferry Rd., Pulaski, VA 24301

Offering #2: +/- 9.500 acres; Portion of Tax Map #073-1-11; DB 2022 PG 109

Address: Beck Ln., Pulaski, VA 24301

Offering #3: +/- 8.459 acres; Portion of Tax Map #073-1-11 and #073-2-61A; DB 2022 PG

109

Address: Beck Ln., Pulaski, VA 24301

Offering #4: +/- 4.347 acres; Portion of Tax Map #073-1-6A; DB 2022 PG 2013

Address: Kensington LN., Pulaski, VA 24301

- Online Bidding Open NOW
- Online Bidding Closes on Wednesday, November 12th, 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

- 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 <u>NOT</u> 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 29**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.
- 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

Auction Services



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



Contour

Auction Services

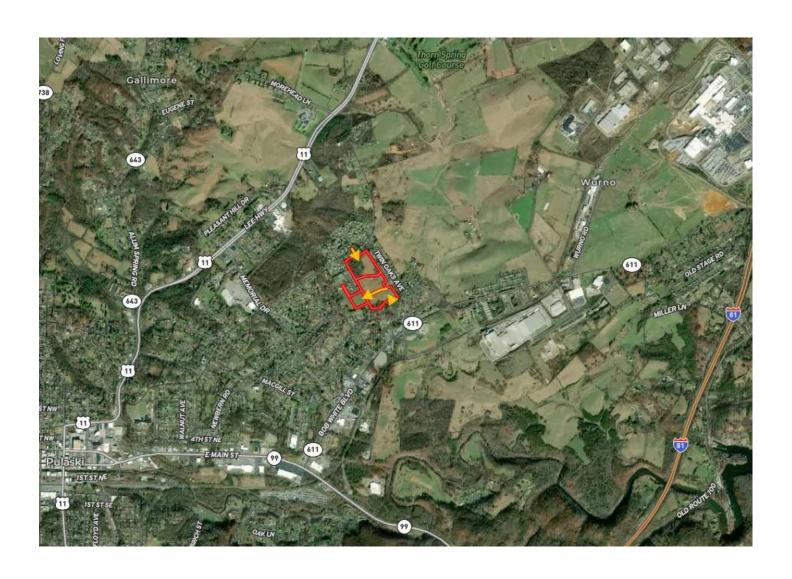


** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. **



Neighborhood

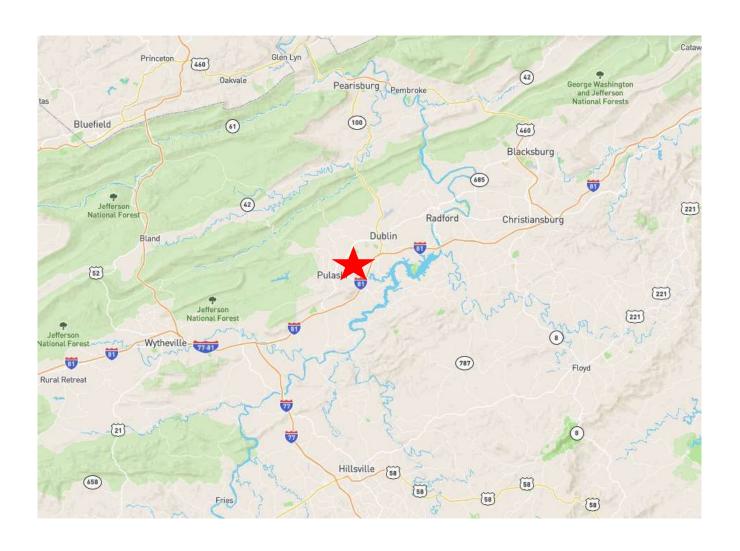
TBD Peppers Ferry Rd., Pulaski, VA 24301





Location

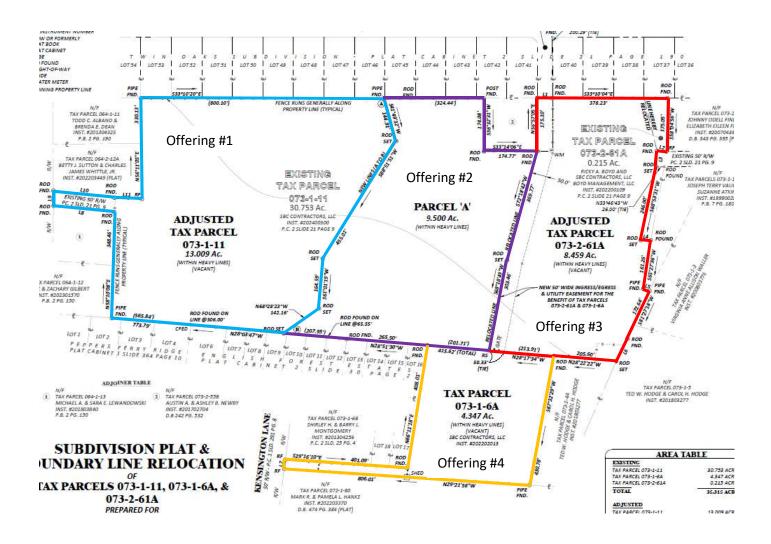
TBD Peppers Ferry Rd., Pulaski, VA 24301





Survey

Auction Services



Site Description

Topography:
Rolling
Neighborhood:
Static
Zoning:
PUL_R1: Residential, PUL_R1
Legal Acres:
30.7109

073-001-0000-0011

SBC CONTRACTORS LLC

:

0/3-001-0000-0011	BC CONTRACTORS ELC				•		
SBC CONTRACTORS LLC 1095 RADFORD ST	Tax ID	R022400 0	Printed 7/11/202	5	Card No. 1 of		
CHRISTIANSBURG VA 24073 NEWBERN ROAD	Transfer of Ownership						
DEED BK - 2004, DEED PG - 6805	Owner	Consideration Transfer Date	Deed Book/Page	Deed Type			
	BOYD RICKY A & SBC CONTRACTORS LLC & BOYD MANAGEMENT LLC	0 02/02/2024	D 2024 D 0300	QC			
Neighborhood Number							
903	VAUGHN MARK THOMAS	245000 01/10/2022	D 2022 D 0109	BS			
Neighborhood Name							
Town Northeast	VAUGHN RANDAL TIPTON	0 11/15/2004	D 2004 D 6805				
TAXING DISTRICT INFORMATION							
Jurisdiction Name Pulaski County							
Area 001							
District 08							
Parent Parcel Number							
Dept. of Tax Code 5 Agri/Undeveloped (20-99 acres)							
Property Address		Valuation Record					

Valuation Record								
Assessment Year	essment Year 01/01/2014 01/01/2015 01/01/2015 01/01/2015 01/01/2017 01/01/2021 01/10/2022							
Reason for Change		2015 Reasses	LU Added	LU Added	REQ POSTING	2021 Reval	LU Removal	
0	L 276400		276400	276400	276400	279900	279900	
	1 0	0	0	0	0	0	0	
	Γ 276400	276400	276400	276400	276400	279900	279900	
							Taxable Value:	279900

Offering #1 Offering #2 Portion of Offering #3

Land/Use Information							
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor			
				Total Land Value: 279900			

073-002-0000-061A

BOYD RICKY A & SBC CONTRACTORS LLC & BOYD MANAGEMENT LLC

1

BOYD RICKY A & SBC CONTRACTORS LLC & BOYD MANAGEMENT LLC 615 KAMRAN ST CHRISTIANSBURG VA 24073 NEAR NEWBERN RD Neighborhood Number 903 Neighborhood Name Town Northeast TAXING DISTRICT INFORMATION Jurisdiction Name Pulaski County 001 Area District 08 Parent Parcel Number Dept. of Tax Code 1 SF Residential Urban Property Address Site Description Topography:
Rolling
Neighborhood:
Static
Zoning:
PUL_R1: Residential, PUL_R1
Legal Acres:
0.2100

	Tax ID R000060 0	Printed 8/12/202	5	Card No. 1 of
Transfer of Ownership				
Owner	Consideration Transfer Date	Deed Book/Page	Deed Type	
VAUGHN MARK T	245000 01/10/2022	D 2022 D 0109	BS	
VAUGHN MARK THOMAS	0 05/24/2021	D 2021 D 2141	RA	
VAUGHN HILDA	0 03/29/1985	D 0398 D 0105		

	Valuation Record							
Assessment Year	01/01/2014	01/01/2015	01/01/2017	01/01/2021				
Reason for Change		2015 B	DEO DOCTING	2021 B 1				
		2015 Reasses	REQ POSTING	2021 Reval				
0	L 2000	2000	2000	2000				
	1 0	0	0	0				
,	Γ 2000	2000	2000	2000				
							Taxable Value:	2000

Portion of Offering #3

Land/Use Information							
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor			
				Total Land Value: 2000			

073-001-0000-006A SBC CONTRACTORS LLC SBC CONTRACTORS LLC 615 KAMRAN ST CHRISTIANSBURG VA 24073 PART OF ALLISON FARM DEED BK - 535, DEED PG - 516 Tax ID R020196 0 Printed 7/11/2025 Card No. 1 of 1 Transfer of Ownership Deed Type Owner Deed Book/Page Consideration Transfer Date LOFTUS P LYNN 32250 05/24/2022 D 2022 D 2013 BS Neighborhood Number ALLISON WALTER, HEIRS 22000 04/06/1994 D 0535 D 0516 903 Neighborhood Name Town Northeast TAXING DISTRICT INFORMATION Jurisdiction Name Pulaski County 001 District 08 Parent Parcel Number Dept. of Tax Code 1 SF Residential Urban Property Address Valuation Record Site Description Assessment Year 01/01/2014 01/01/2015 01/01/2017 01/01/2021 Topography: Rolling Neighborhood: Static Zoning: PUL_R1: Residential, PUL_R1 Legal Acres: 4.3350 Reason for Change

2015 Reasses

34700

43400

L

43400 34700 34700 34700 T 34700 Taxable Value:

2021 Reval

34700

REO POSTING

34700

Offering #4

Land/Use Information								
Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor					
			Total Land Value: 34700					
	Rating, Soil ID - or - Actual	Rating, Soil ID Acreage - or or - Actual Effective	Soil ID Acreage Square Feet - or or or - Actual Effective Effective					

19459-01 19459 ROJ. NO.:

AUGUST 22, 2025

ATE:

MTM/CHF/MGM

HECKED:

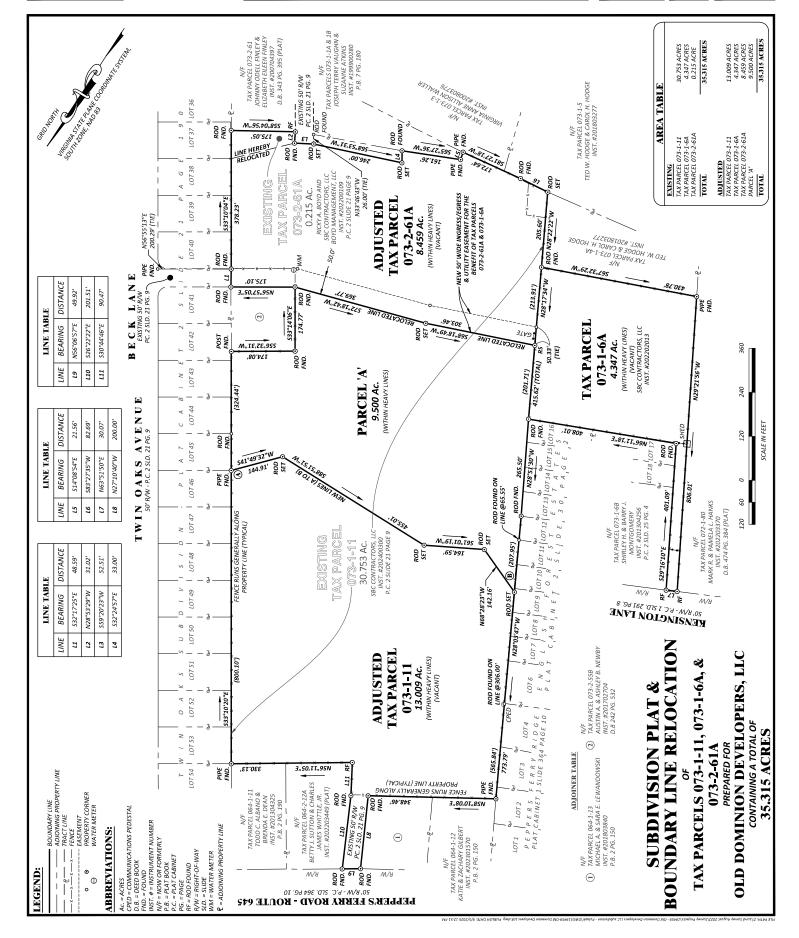
KEM

SAWN:

TOWN OF PULASKI, VIRGINIA **WYSSIE WYCISLEKIYT DISLKICL TINE BEFOCYLION** SUBDIVISION PLAT & BOUNDARY

726 Auburn Avenue Radford, Virginia 24141 www.T-L.com NOSAWOHL & LITTON





Deed for Tax Map #073-1-11 & #073-2-61A

Prepared By: Tracy Bryan Horstkamp, Esquire

1184 Hawling Place, SW, Leesburg, VA 20175

Phone: 703.669.4935 VA Bar #39623

Return to: Virginia Title Center, LLC

3565 Electric Road, Ste J Roanoke, VA 24018

File Number: 202116462RO

Title Insurer: Investors Title Insurance Company

Tax Id. No: 073-001-0000-0011 & 073-002-0000-061A

Grantees Address: 615 Kamran St., Christiansburg, VA 24073

Consideration: \$245,000.00 Assessed Value: \$245,000.00

--- **DEED** ---

THIS DEED is made this 5th day of January, 2022, by and between MARK THOMAS <u>VAUGHN</u>, unmarried, as Grantor, and RICKY A. <u>BOYD</u> and <u>SBC CONTRACTORS, LLC</u>, a Virginia limited liability company, and <u>BOYD MANAGEMENT, LLC</u>, a Virginia limited liability company, as Grantees.

WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple, with General Warranty and English Covenants of Title, unto the Grantees, as tenants in common, the following described property, with improvements thereon, located in the County of Pulaski, Virginia (the "Property"):

BEING all of that un-numbered New Lot, containing 30.7109 acres, as shown on the survey plat entitled "Subdivision on the Property of Hilda Vaughn lying in the Town of Pulaski in Pulaski County, Virginia", dated October 26, 2004, and prepared by Mathews and Henegar, Inc., a copy of which is hereby incorporated herein and is recorded in Plat Cabinet 2 Slide 21 Page 9, among the land records of Pulaski County, Virginia.

1

TOGETHER WITH a non-exclusive easement and right of way for ingress and egress over and across that certain 50' wide road shown on the aforesaid survey plat from the above-described property to Newbern Road. This easement and right of way shall run with the land.

BEING the same property conveyed to Mark Thomas Vaughn by Dccd of Gift dated November 15, 2004 and recorded as Instrument Number 040006805, among the aforesaid land records.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signature and seal:

Mand Shorm Vylorm (SEAL)
Mark Thomas Vaughn

STATE OF Virginia: CITY/COUNTY OF Montgomery:

The foregoing instrument was acknowledged before me this 5th day of January 2022, by Mark Thomas Vaughn.

My Commission expires: 03|31|2025

Notary Registration No.: 29711410

2

Deed for Tax Map #073-1-6A

Prepared By:

Tracy Bryan Horstkamp, Esquire

1184 Hawling Place, SW, Leesburg, VA 20175

Phone: 703.669.4935 VA Bar #39623

Return to:

Virginia Title Center, LLC

3565 Electric Road, Ste J, Roanoke, VA 24018

File Number: 202212143RO

Title Insurer:

Investors Title Insurance Company

Tax Id. No:

073-001-0000-006A

Grantees Address:

615 Kamran Street, Christiansburg, VA 24073

Consideration: Assessed Value: \$32,250.00 \$34,700.00

--- **DEED** ---

THIS DEED is made this 19 day of May, 2022, by and between **P. LYNN LOFTUS**, unmarried, as Grantor, and **SBC CONTRACTORS LLC**, a Virginia limited liability company, as Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple, with General Warranty with English Covenants of Title, unto the Grantee, as sole owner, the following described property, with improvements thereon, located in the County of Pulaski, Virginia (the "Property"):

All that certain tract or parcel of land lying on the northeast section of the Town of Pulaski, Pulaski County, Virginia, being more particularly described as follows: Beginning at a point located 200 feet east of the northeast corner of Lot 4 of English Forest Subdivision and in the southern line of a 50' right of way; thence North 64 deg. 50' 34" East 443.79 feet to the Vaughn line; thence South 27 deg. 30' 00" East 831.86 feet to an iron rod, corner to Frost lands; thence South 68 deg. 24'

39" West 430.62 feet to an iron pipe; thence North 28 deg. 34' 25" West 805.80 feet to the point of beginning; and containing 8.187 acres, as shown on a plat prepared by Mathews & Henegar, Registered Surveyors, Dublin, Virginia, dated March 7, 1994.

Less and Except 3.8519 acres, conveyed by deed dated May 18, 1994 and recorded in the Clerk's Office of the Circuit Court of the County of Pulaski, Virginia in Deed Book 538, page 393.

And being the same property conveyed unto P. Lynn Loftus by Deed dated April 6, 1994, and recorded in Deed Book 535 at Page 516, among the aforesaid land records.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signature and seal:

(SEAL)

STATE OF Virginia. CITY/COUNTY OF Montgomeny:

The foregoing instrument was acknowledged before me this 19 day of May 2022, by P. Lynn Loftus.

My commission expires: Notary Registration No.:

JESSICA LEE DORAN NOTARY PUBLIC Commonwealth of Virginia

Reg. # 297166 My Comm. Expires March 31, 2025

Deed of Correction for Tax Map #073-1-11 & #073-2-61A

Prepared By: Tracy Bryan Horstkamp, Esquire

1184 Hawling Place, SW, Leesburg, VA 20175 Phone: 703.669.4935 VA Bar #39623

Return to: Virginia Title Center, LLC

3565 Electric Road, Ste J Roanoke, VA 24018

File Number:

Title Insurer: Unknown to Preparer

Tax Id. No: 073-001-0000-0011 & 073-002-0000-061A
Grantees Address: 615 Kamran St., Christiansburg, VA 24073

Consideration: \$0.00 Assessed Value: \$281,900.00

Exempt from recordation tax pursuant to Virginia Code Section 58.1-810(2).

--- DEED OF CORRECTION ---

THIS DEED OF CORRECTION is made this 15 day of Steringer, 20 25 by and between MARK THOMAS VAUGHN, widower and as surviving tenant of a tenancy by the entirety with the common law right of survivorship, as Grantor, and RICKY A. BOYD, INDIVIDUALLY AND AS TRUSTEE IN LIQUIDATION OF BOYD MANAGEMENT, LLC, an inactive Virginia limited liability company, and SBC CONTRACTORS, LLC, a Virginia limited liability company, as Grantees.

WHEREAS, by Deed dated January 5, 2022, and recorded January 10, 2022, as Instrument Number 202200109, the Grantor intended to convey unto the Grantees the Property described below, but the parcel known as Tax Id. No. 073-002-0000-061A was erroneously omitted from the Deed;

WHEREAS, Ricky A. Boyd was the sole member of Boyd Management, LLC, and this Deed is part of the winding-up of the affairs of the company; and

WHEREAS, it is the intention of the Grantor to correct this error by the execution of this Deed of Correction; now

WITNESSETH:

That for no consideration, the Grantor does hereby grant and convey, in fee simple, with General Warranty and English Covenants of Title, unto the Grantees, as tenants in common, the following described property, with improvements thereon, located in the County of Pulaski, Virginia (the "Property"):

Tax Id. No. 073-001-0000-0011:

BEING all of that un-numbered New Lot, containing 30.7109 acres, as shown on the survey plat entitled "Subdivision on the Property of Hilda Vaughn lying in the Town of Pulaski in Pulaski County, Virginia", dated October 26, 2004, and prepared by Mathews and Henegar, Inc., a copy of which is hereby incorporated herein and is recorded in Plat Cabinet 2 Slide 21 Page 9, among the land records of Pulaski County, Virginia.

TOGETHER WITH AND ALSO CONVEYED a non-exclusive easement and right of way for ingress and egress over and across that certain 50' wide road shown on the aforesaid survey plat from the above-described property to Newbern Road. This easement and right of way shall run with the land.

And being same property conveyed unto Mark Thomas Vaughn by Deed dated November 15, 2004, and recorded as Instrument Number 040006805, among the aforesaid land records.

Tax Id. No. 073-002-0000-061A:

BEGINNING at a point where a fence line intersects the eastern line of a proposed 50 foot right of way, said point being located North 33 degrees 50' West 29.5 feet from the northwest corner of the .96 acre parcel conveyed to Mark Thomas Vaughn and Susan F. Vaugh by Donald T. Vaughn and Hilda M. Vaughn, by Deed dated November 27, 1978, and of record in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Deed Book 343 at Page 393, as shown on a plat recorded with said Deed; thence from said point of Beginning, South 33 degrees 50' East 29.5 feet to Mark Thomas Vaughn and Susan F. Vaugh's property line; thence therewith North 58 degrees 04' East 175 feet to a point in the line of Lot 37 in Twin Oaks Subdivision; thence therewith North 33 degrees 10' West 77 feet to a point in a fence line; thence with said fence line in a southwestward direction 178 feet, more or less, to the point of Beginning.

And being same property conveyed unto Mark Thomas Vaughn and Susan F. Vaughn by Deed dated March 27, 1985, and recorded in Deed Book 398 at Page 105, among the aforesaid land records. Said Susan F. Vaughn departed this world May 18, 2021, and by operation of law, title vested solely in Mark Thomas Vaughn.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signatures and seals:

STATE OF Virginia CITY/COUNTY OF MONT GOMEN

The foregoing instrument was acknowledged before me this 15 day of 5eptember, 20_15, by Mark Thomas Vaughn.

My commission expires: C Notary Registration No.:

JESSICA LEE DORAN Commonwealth of Virginia Registration No. 297166 My Commission Expires Mar 31, 2029 (SEAL)

(SEAL)

(SEAL) Boyd, Trustee in Liquidation of Boyd Management, LLC

(SEAL)

SBC Contractors, LLC, a Virginia limited liability company

BY:

Title: Member

STATE OF Virginia CITY/COUNTY OF MONTGOMEN:

The foregoing instrument was acknowledged before me this 15 day of 500 tember, 2025, by Ricky A. Boyd, individually, as Trustee in Liquidation of Boyd Management, LLC, and as Member of SBC Contractors, LLC.

My commission expires: 03

Notary Registration No.:

JESSICA LEE DORAN Notary Public Commonwealth of Virginia Registration No. 297166 Commission Expires Mar 31, 2029

INSTRUMENT 202502724 RECORDED IN THE CLERK'S OFFICE OF PULASKI COUNTY CIRCUIT COURT ON SEPTEMBER 16, 2025 AT 02:40 PM SPENCER A. RYGAS, CLERK RECORDED BY: RXS

TAX ID or PARCEL NO073-001-0000		00-060A		
GRW 252 - OH - VA - CORP (Tax ID) - OmniFor	Eas No. VA2	141042	R/W Map No. 3781-499)-D2 & 523-C1
PULASKI 24301	W.O. No. W	003735601	Job No. 23410033 BUILDING PRODUCT	Prop. No. 2
TOLKINI ETOOT	_ Line_JANE	HAMIDIE	BANCHING PROMICE	3
THIS AGREEMENT, made this by and between	26TH	day of	JANUARY	, 20 24
by and between	JAMES HARD	IE BUILDIN	G PRODUCTS INC.	
a corporation organized and existing und and APPALACHIAN POWER COMPAN	der the laws of the	he State of _	NEVADA , he	rein called "Grantor"
WITNESSETH:				
That for and in consideration of the	sum of One Do	ollar (\$1.00),	cash in hand paid to Gra	ntor by Appalachian
the receipt whereof is hereby acknowle	edged, Grantor I	nereby grant	s, conveys, and warrant	s to Appalachian, its
successors, assigns, lessees and tenar	nts, a right of w	ay and ease	ement for an electric pov	ver line or lines, and
communication lines, in, on, along, throu	igh, over, and a	cross the foll	lowing described lands of	the Grantor situated
in MASSIE Distr	rict, County of	PU	LASKI , State	of Virginia.
	2200			
Being a right of way and easement on th			dentified as PULA	ASKI County
Tax Parcel No. <u>073-001-0000-01</u>	11 & 0/3-001-0	000-060A		
This easement extends in a SOUTHWE	STERLY	direction	n from	
This easement extends in a SOUTHWE Appalachian's existing NEW POLE and including new POLE		number	ed 37810499D20977	to
and including new POLE		number	red 3/810523C10902	
This right of way and easement more				
attached hereto and made a pert here		A", and furth	ner described as being	40 feet in width, 20
feet on each side of centerline as con-	structed.			

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises; the right to cut down, trim, clear, and/or otherwise control, and at Appalachian's option, remove from said premises, any trees, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of, Appalachian's Facilities; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

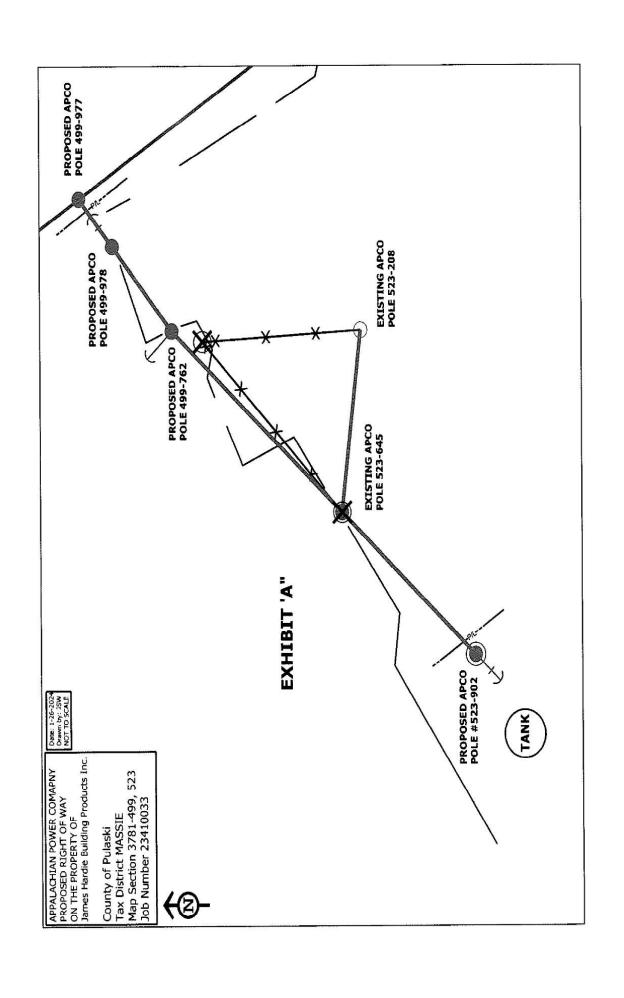
It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

JAMES HARDIE BUILDING PRODUCTS INC.

	By: 4M - SECRETARY
STATE OF TIMOIS COUNTY OF COOK	To-wit:
The foregoing instrument was a	acknowledged before me thisd\$+
February , 20 24, by	K. WILLIAM FRANKEN
SECRETARY	, of JAMES HARDIE BUILDING PRODUCTS INC.
	, a NEVADA
(Notarial Seal If Applicable)	Gorporation, on behalf of the Corporation.
LILIA YARGAS Official Seal Notary Public - State of Illinois My Commission Expires Oct 6, 2026	Notary Public / Commissioner
My Commission expires: OC+ (4, 2024	Notary Registration #
	(For Va. Only)



CONTRACT OF PURCHASE

	THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of November 12th 20	
	etween SBC Contractors LLC by and through Richard Boyd as Managing Member own	ner's
of	f record of the Property sold herein (hereinafter referred to as the "Seller"), and	1
	(hereinafter referred to as to the first the first term of the fir	
	Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction.	
	ne Property held on this date and this Contract restates the terms of sale announced prior to the	9
au	uction sale.	
1	. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improve	ments
	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 Count	
	Pulaski, Virginia, and described as:	<u> </u>
	<u> </u>	
	Offering #1: +/- 13.009 acres; Portion of Tax Map #073-1-11; DB 2022 PG 10	9
	Address: Peppers Ferry Rd., Pulaski, VA 24301	
	Offering #2: +/- 9.500 acres; Portion of Tax Map #073-1-11; DB 2022 PG 109	
	Address: Beck Ln., Pulaski, VA 24301	
	Offering #3: +/- 8.459 acres; Portion of Tax Map #073-1-11 and #073-2-61A;	DB
	2022 PG 109	
	Address: Beck Ln., Pulaski, VA 24301	
	Offering #4: +/- 4.347 acres; Portion of Tax Map #073-1-6A; DB 2022 PG 201	.3
	Address: Kensington LN., Pulaski, VA 24301	
2		100/
2.	• Purchase Price: The purchase price of the Property is equal to the auction bid price plus	.0%
	Buyer's Premium, which is as follows:	
	(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agen	
	(designated below) at settlement ("Settlement") by certified or cashier's check, or wired fur	
	subject to the prorations described herein.	143,
	subject to the profusions described netwin	
3.	. 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 Ar	action
	Company, pursuant to the terms of this Contract, until Settlement and then applied to the	
	Purchase Price.	
4.		
	on or before <u>December 29th 2025</u> ("Settlement Date"). Tin	ne is
	of the essence. Possession shall be given at Settlement.	
	Seller's Initials Purchaser's Initials	

5. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property <u>is</u> 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 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 optio
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.

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

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

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

(d) Mechanics' and Materialmen's Liens.

NOTICE

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

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

(e) Title Insurance Notification. Purchaser may wish at Purchaser's expense to
purchase owner's title insurance. Depending on the particular circumstances of the
transaction, such insurance could include affirmative coverage against possible mechanics'
and materialmen's liens for labor and materials performed prior to Settlement and which,
though not recorded at the time of recordation of Purchaser's deed, could be subsequently

Seller's Initials Purchaser's Initials
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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.

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

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

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

6. Standard Provisions.

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.

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(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 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.

Seller's Initials	Purchaser's Initials

(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.

Seller's Initials	Purchaser's Initials

SBC Contractors LLC by and Richard Boyd as Managing M		Date
Purchaser Name		
Address		
Phone #	Email	
(Purchas	er signature)	Date
Purchaser Name		
Address		
Phone #	Email	
(Purchas	er signature)	Date
Seller's Initials		Purchaser's Initial