



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Barnes Family Limited Partnership By and Through William J. G. Barnes, General Partner

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, March 11<sup>th</sup>, 2026 at 4 PM

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

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

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

### **OFFERING** –

#### **Legally described as:**

+/- 122.36 Acres Shown by survey completed by Cecil Engineering Company 11/5/2025\*  
-Portion of Parcel ID: 94A4A-0001; Owner: Barnes Family Limited Partnership  
-Portion of Parcel ID: 95-A-0001; Owner: Barnes Family Limited Partnership  
-Parcel ID: 075-A-0015A; Owner: Barnes Family Limited Partnership

#### **Address:**

230 Barnes Ln., North Tazewell, VA 24630

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, March 11<sup>th</sup>, 2026 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 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](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** 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, April 27<sup>th</sup>, 2026**. 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. New survey completed in November of 2025. Copy in bidder packet.
- 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). Sample deed included in bidder packet.
- 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.

**18) Bidding Disclosures:**

- a. The Auctioneer is allowed to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). This auction is subject to a seller's reserve and this is allowed per Virginia auction code: 18 VAC 25-21-120.
- b. The property is available for and subject to sale prior to auction.
- c. 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](mailto: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.

**21) Land Use Assessment:** Property is currently taxed under land use assessment. Purchaser is responsible for applying for continuation and for any rollback taxes if disqualified or not filed.

**a)** 122.36 acres being sold is currently in land use taxation. When a property is in land use, real estate taxes are discounted. According to Tazewell County, the current annual real estate tax amount under land use is \$337.56. The purchase contract states that the new owner will either keep property in land use or pay the rollback taxes if taken out of land use. The estimated rollback tax if taken out of land use is \$7,800 according to Tazewell County.

- 22) **Road Maintenance Agreement:** Purchaser acknowledges that property is accessed by 50' from Route # 61 / East Riverside Drive and is subject to a Road Maintenance Agreement. Purchaser has reviewed road maintenance agreement. Road Maintenance Agreement shall be signed and recorded along with deed at closing.
- 23) **Other Terms:** Purchaser acknowledges that concrete water trough located on property is supplied by a spring from a neighboring property. There are no rights to spring and spring rights will not be conveyed with purchase.

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](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**Firm State License #'s**

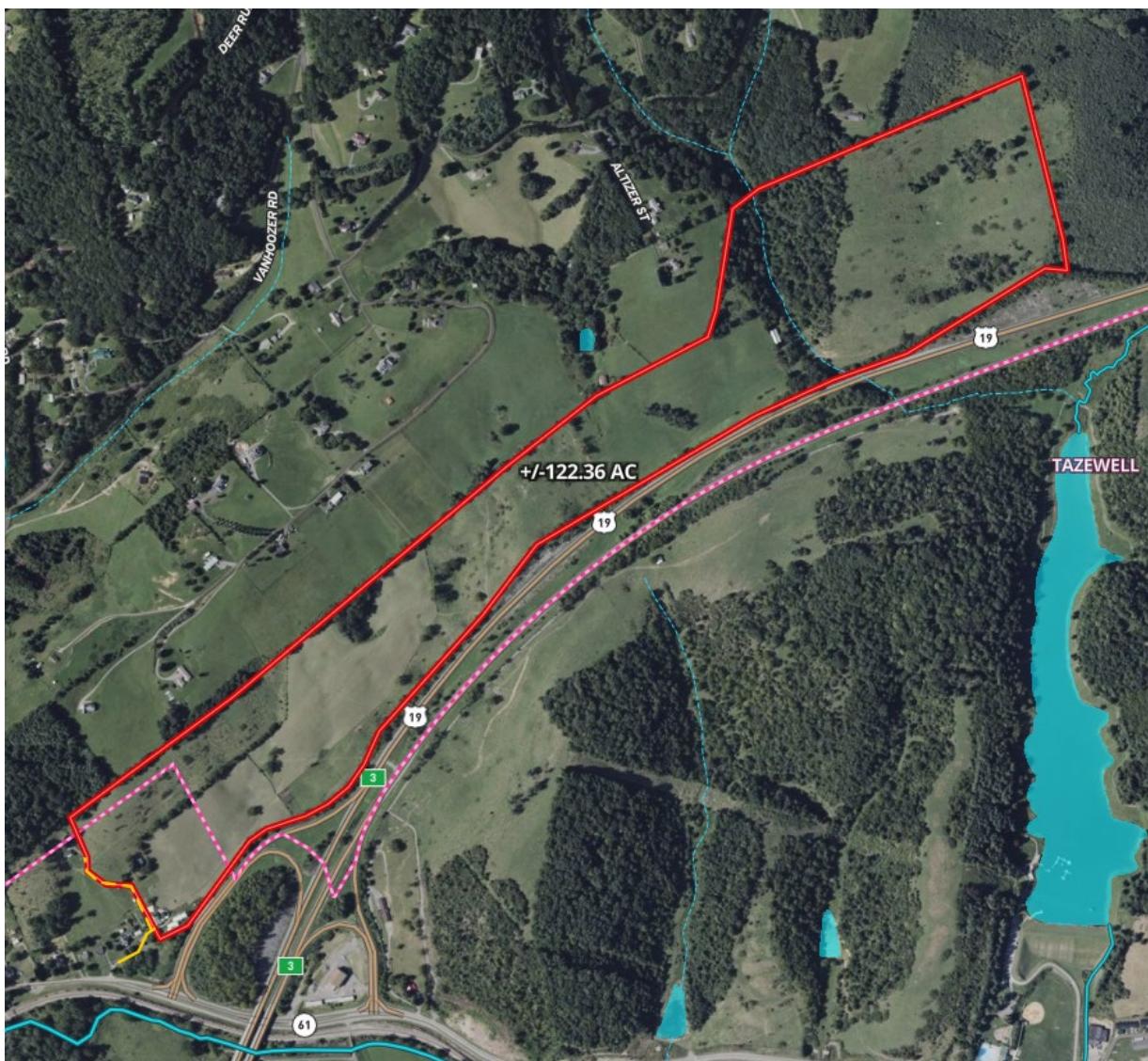
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



## Auction Services

# Aerial

Town limit is purple border



\*\* Aerial map shows approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\*



## Auction Services

# Aerial

\*\* Zoomed in to show  
property entrance\*\*

Town limit is purple border

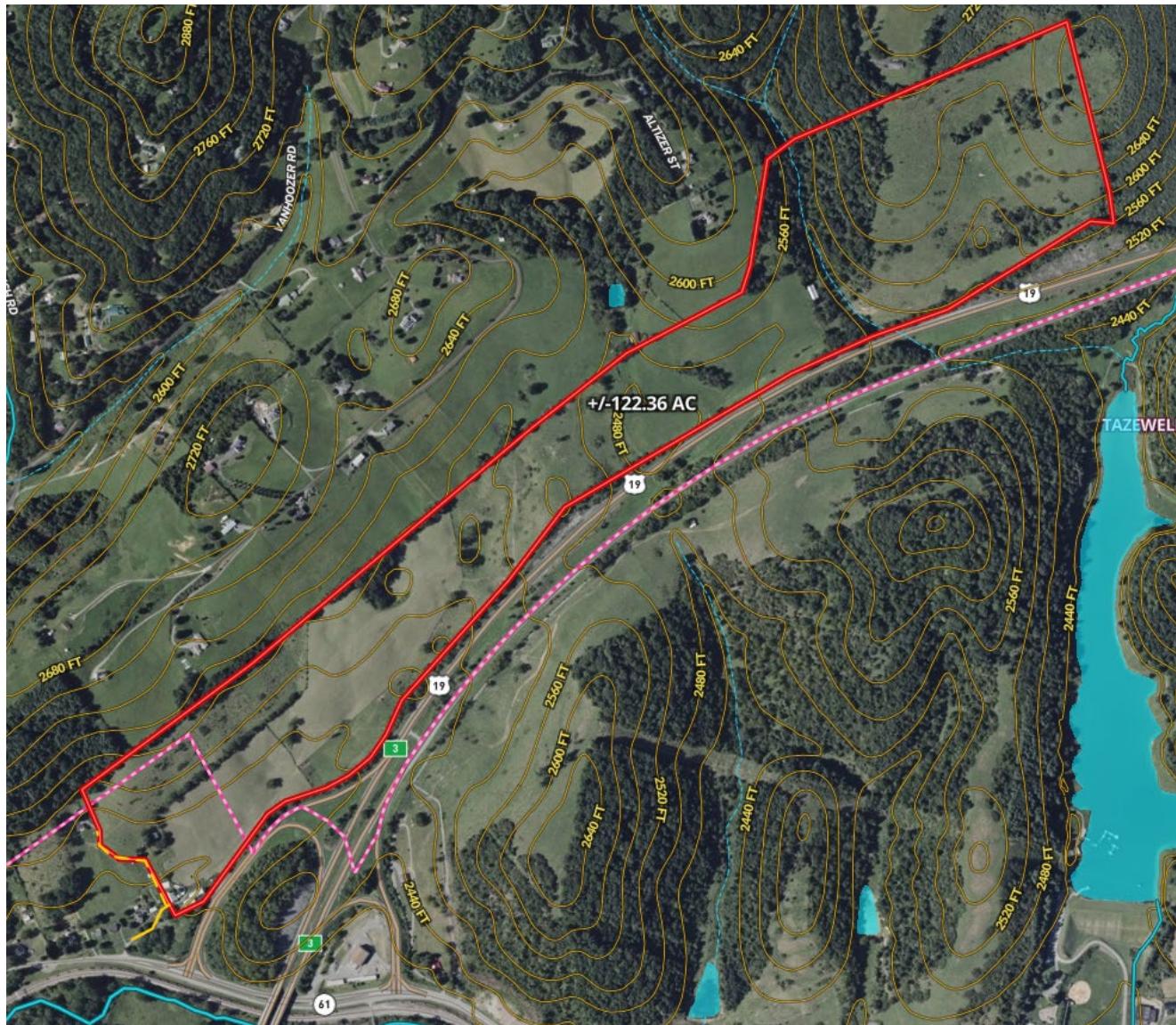


\*\* Aerial and contour map show approximate  
boundaries. Use for illustration purposes only. Refer  
to survey for exact boundaries. \*\*



# Contour

Town limit is purple border



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



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## Auction Services

# Neighborhood

230 Barnes Ln.

North Tazewell, VA 24630

Town limit is purple border

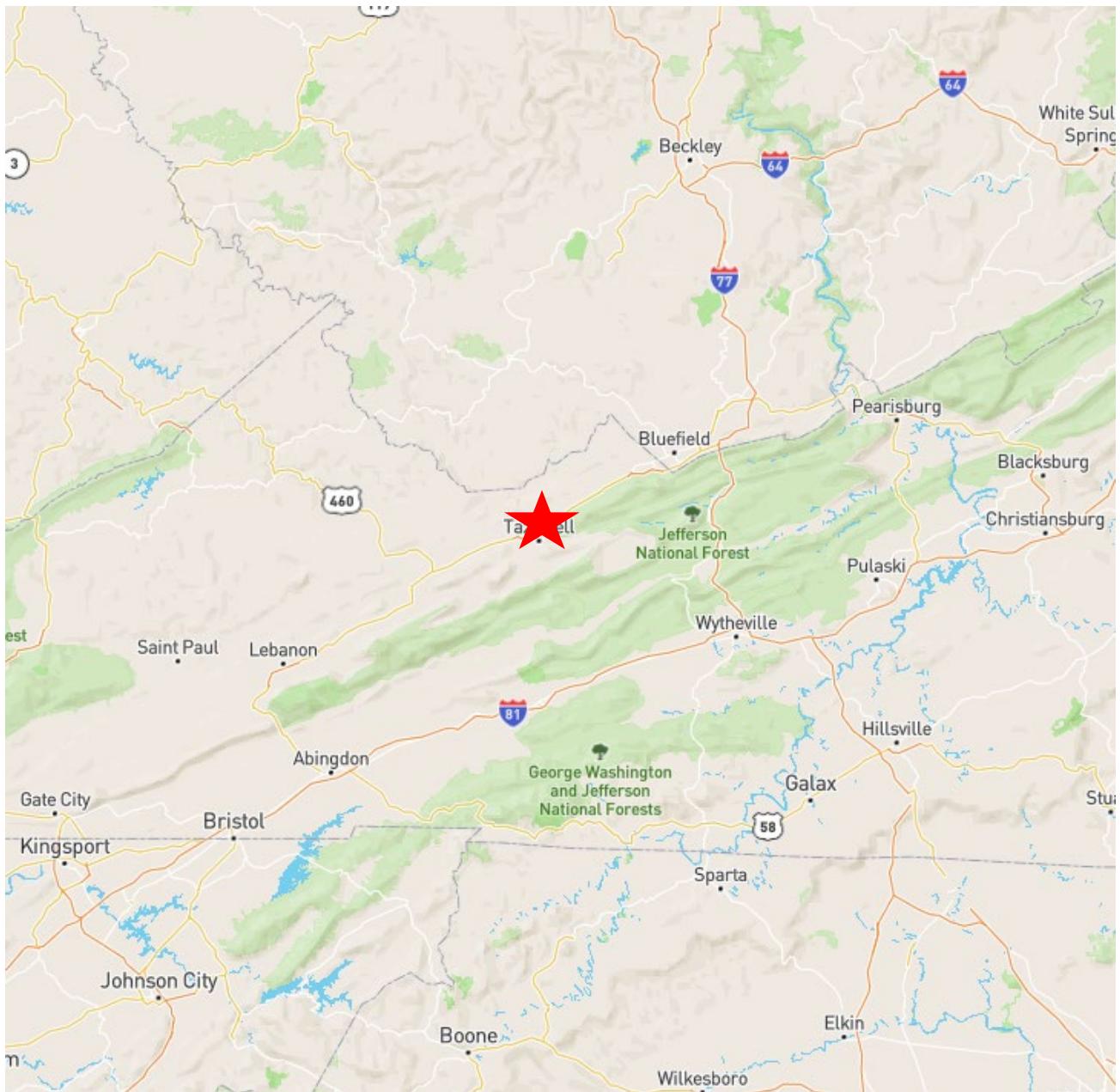




## Auction Services

# Location

230 Barnes Ln.  
North Tazewell, VA 24630



**\*\*IMPORTANT NOTE ON SURVEY AND TAX PARCELS**  
**AS SHOWN ON TAZEWELL COUNTY GIS MAP\*\***

Survey was completed in November of 2025. This survey added a portion of parcel ID # 094A4A-0001 to include barns up to farm road but not the home located across farm road. The portion across route #61 is not included. 2.69 acres, parcel ID # 075-A-0015A was added.

Refer to survey and aerials included in this bidder pack. Tax cards are included in bidder pack for information but property boundaries shown on tax cards are no longer accurate. Property being sold is 122.36 Acres as shown on survey which reflect lot line revisions, exclusions, and additions noted above.



# Survey

## Auction Services

LINE TABLE		
LINE	DIRECTION	DISTANCE
L43	S67° 30' 31"W	25.08'
L44	N20° 20' 00"W	534.37'
*L45	N45° 15' 37"E	1940.54'
L46	N65° 22' 46"E	199.68'
L47	N59° 20' 31"E	489.81'
L48	N67° 33' 53"E	294.44'
L49	N59° 12' 39"E	396.22'
L50	N70° 24' 05"E	247.40'
L51	N71° 37' 53"E	296.13'
L52	N75° 27' 11"E	300.92'
L53	N68° 25' 09"E	91.07'
L54	S8° 23' 51"E	373.25'
L55	S15° 18' 47"E	513.32'
L56	S88° 46' 25"W	958.48'
L57	S68° 43' 58"W	1039.76'
L58	S61° 20' 17"W	872.61'
L59	S33° 59' 01"E	305.85'
L60	S15° 54' 40"W	588.61'
L61	S16° 16' 25"W	283.03'
L62	S8° 19' 56"W	259.49'
L63	S5° 31' 28"E	729.40'
L64	S88° 59' 43"W	50.01'
L65	N67° 29' 43"W	199.33'
L66	N37° 56' 25"W	208.87'
L67	N60° 30' 39"W	141.53'
L68	S83° 44' 21"W	123.65'
L69	N63° 06' 21"W	125.57'
L70	N2° 21' 05"W	990.70'
L71	S74° 31' 16"W	265.67'
*L72	N28° 15' 48"E	181.18'

CHORD

NOTE: THE LOCATIONS OF ALL EASEMENTS, WATER RIGHTS, RIGHTS - OF - WAY AND OTHER ENCUMBRANCES ARE EXCEPTED FROM THIS SURVEY EXCEPT AS SHOWN.

ANY SUPPLEMENTARY MAPPING SHOWN DOES NOT REPRESENT AN ACTUAL SURVEY.

NO TITLE REPORT HAS BEEN PROVIDED.

LEGEND	
***-*	FENCE 911 MAPPING FENCE (NOT LOCATED)

● CORNER (AS NOTED)

CHORD

CHORD

CHORD

PLAT 3

+/- 122.36 AC

TAZEWELL COUNTY

TAZEWELL COUNTY

TOWN OF TAZEWELL

TAZEWELL COUNTY

TOWN OF TAZEWELL

PLAT 4

PLAT 5

APPROXIMATE LOCATION  
OF 400 TRANSFORMER LINES  
OTHER POWER LINES MAY EXIST OR  
MIGHTY CO. ARE NOT SHOWN



LINEMAN'S LOG



Tazewell County  
Engineering Department  
*W. D. W.*

NO TITLE REPORT HAS BEEN PROVIDED.

NOTE: THE LOCATIONS OF ALL EASEMENTS, WATER RIGHTS,  
RIGHTS - OF - WAY AND OTHER ENCUMBRANCES ARE  
EXCEPTED FROM THIS SURVEY EXCEPT AS SHOWN.  
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REPRESENT AN ACTUAL SURVEY.

NO TITLE REPORT HAS BEEN PROVIDED.

LEGEND

****	FENCE
911 MAPPING FENCE (NOT LOCATED)	
◎	CORNER (AS NOTED)

CHORD

L1

N57° 56' 42"E

615.67'

L2

N57° 37' 08"E

327.99'

L3

N54° 44' 52"E

111.59'

L4

N53° 04' 58"E

475.87'

L5

N52° 51' 08"E

602.36'

L6

N53° 15' 08"E

592.41'

L7

N51° 02' 12"E

428.07'

L8

N53° 13' 09"E

419.89'

L9

N54° 22' 00"E

595.50'

L10

N64° 35' 33"E

773.62'

L11

N11° 54' 16"E

755.06'

L12

N57° 28' 03"E

181.37'

L13

N70° 00' 01"E

431.12'

L14

N70° 52' 07"E

587.31'

L15

N68° 46' 29"E

499.88'

L16

N69° 04' 12"E

173.22'

L17

S13° 27' 34"E

215.87'

L18

S11° 57' 46"E

258.26'

L19

S9° 59' 29"E

572.27'

L20

S65° 48' 03"W

146.85'

L21

S20° 05' 54"E

43.07'

L22

S58° 55' 11"W

433.44'

L23

S67° 36' 26"W

802.80'

L24

S78° 05' 52"W

199.64'

L25

S77° 51' 42"W

321.70'

L26

S58° 30' 54"W

1107.80'

L27

S58° 53' 48"W

525.85'

L28

S40° 53' 35"W

530.19'

L29

S45° 11' 30"W

882.47'

L30

S28° 17' 11"W

286.17'

L31

S56° 58' 05"W

502.46'

L32

S63° 39' 14"W

293.13'

L33

S44° 13' 45"W

65.24'

L34

S38° 26' 56"W

540.17'

L35

S58° 51' 04"W

247.52'

L36

S45° 21' 04"W

100.00'

L37

S18° 51' 04"W

45.18'

L38

N86° 13' 40"W

144.00'

L39

N41° 04' 22"E

23.40'

L40

N21° 00' 28"W

225.30'

L41

S67° 30' 31"W

80.00'

L42

N22° 46' 29"W

100.00'

CHORD

L43

S47° 30' 11"W

25.08'

L44

N20° 20' 00"W

534.37'

\*L45

N45° 15' 37"E

190.54'

CHORD

L46

N68° 22' 46"E

198.68'

CHORD

L47

N59° 29' 31"E

489.81'

CHORD

L48

N67° 33' 53"E

284.44'

CHORD

L49

N59° 12' 39"E

336.22'

CHORD

L50

N70° 24' 05"E

247.40'

CHORD

L51

N71° 37' 53"E

288.13'

CHORD

L52

N75° 27' 11"E

300.32'

CHORD

L53

N69° 35' 09"E

9.07'

CHORD

L54

S5° 20' 51"E

373.25'

CHORD

L55

S15° 18' 47"E

513.32'

CHORD

L56

S38° 49' 25"W

958.49'

CHORD

L57

S69° 43' 58"W

1029.76'

CHORD

L58

S61° 20' 17"W

872.61'

CHORD

L59

S33° 51' 09"E

305.85'

CHORD

L60

S15° 54' 40"W

588.61'

CHORD

L61

S16° 10' 25"W

283.02'

CHORD

L62

S3° 19' 59"W

259.49'

CHORD

L63

S55° 31' 28"E

729.40'

CHORD

L64

S38° 59' 43"W

50.01'

CHORD

L65

N67° 29' 43"W

190.33'

CHORD

L66

N37° 56' 25"W

208.87'

CHORD

L67

N67° 32' 39"W

141.53'

CHORD

L68

S83° 40' 21"W

128.65'

CHORD

L69

N63° 06' 21"W

126.57'

CHORD

L70

N1° 21' 08"W

990.70'

CHORD

L71

S74° 31' 16"W

265.67'

CHORD

L72

N28° 15' 48"E

181.18'

CHORD

L73

S44° 39' 14"W

293.13'

CHORD

L74

S38° 26' 56"W

65.24'

CHORD

L75

S55° 51' 04"W

247.52'

CHORD

L76

S45° 21' 04"W

100.00'

CHORD

L77

S19° 51' 04"W

45.18'

CHORD

L78

N86° 13' 40"W

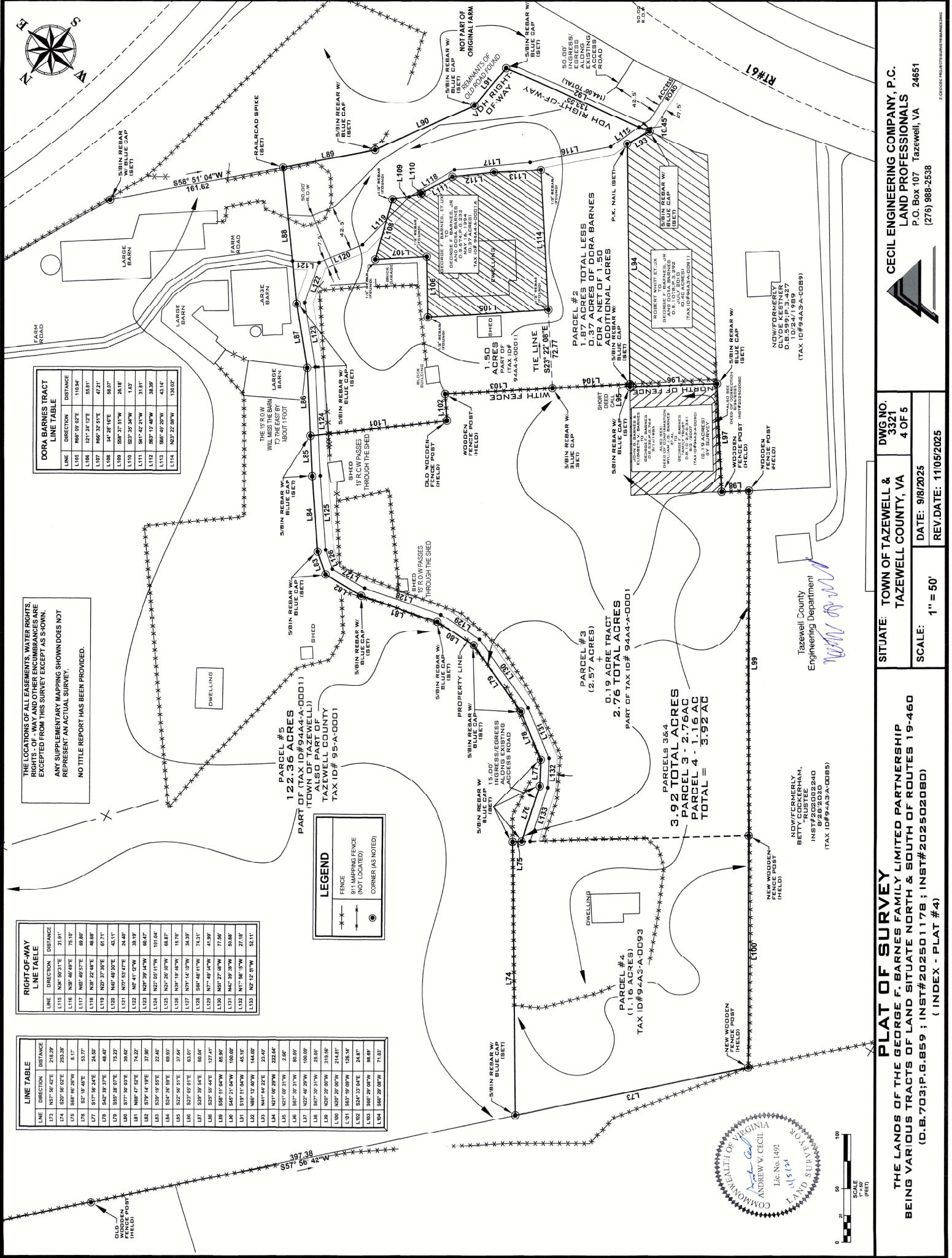
144.00'

CHORD

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NO TITLE REPORT HAS BEEN PROVIDED.





## SAMPLE DEED

THIS DEED is made and entered into this \_\_\_\_\_, 2025, by and between  
BARNES FAMILY LIMITED PARTNERSHIP, a Virginia Limited Partnership, hereinafter called  
the Grantor; and \_\_\_\_\_, whose address for tax purposes is \_\_\_\_\_,  
hereinafter called the Grantee;

### W I T N E S S E T H:

That for and in consideration of the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00),  
cash paid by the Grantee unto the Grantor, which hereby acknowledges receipt thereof, subject to  
the exceptions, reservations, and conditions hereinafter set forth, the Grantor hereby grants and  
conveys unto the Grantee a certain tract or parcel, with accompanying right of way, located  
partly in the Town of Tazewell and partly in the Jeffersonville Magisterial District of Tazewell  
County, Virginia, being a certain 122.36 acre tract as shown on the plats recorded in Plat Book  
\_\_\_\_\_, page \_\_\_, and more particularly described thereon as follows: in Plat Book \_\_\_, page  
\_\_\_\_ and more particularly described thereon as follows:

Beginning at a wooden fence post, being the northeast corner of the  
property here conveyed and a common corner with the tract conveyed by Eleanor  
Day to Timothy Day by deed dated May 6, 2001 and recorded as Instrument  
Number 210001402; thence S 13° 27' 34" E 215.87 feet to a wooden fence post;  
thence S 11° 57' 46" E 258.26 feet to a wooden fence post; thence S 9° 59' 29" E  
572.27 feet to a 5/8ths inch rebar with a blue cap (set); thence S 65° 48' 03" W  
146.85 feet to a 1/2 inch pipe (held); thence S 20° 05' 54" E 43.07 feet to a VDOT  
Monument on US Route 19-460; thence S 59° 55' 11" W 433.44 feet to a VDOT  
Monument; thence S 67° 36' 26" W 802.80 feet to a VDOT Monument; thence S  
78° 05' 53" W 199.64 feet to a VDOT Monument; thence S 77° 51' 42" W 321.70  
feet to a VDOT Monument; thence S 59° 30' 54" W 1,107.80 feet to a VDOT  
Monument; thence S 58° 53' 48" W 525.85 feet to a 5/8ths inch rebar with a blue  
cap (set); thence S 40° 53' 35" W 530.19 feet to a VDOT Monument; thence S 45°  
11' 30" W 882.47 feet to a VDOT Monument; thence S 28° 17' 11" W 286.17 feet

Page 1 of 4

Prepared by: David Grant Altizer  
VA Bar No.: 14556

Tax Map No.: part of 94A4-A-0001 and 095-A-0001

Consideration:

Assessed Value: not separately assessed

to a VDOT Monument; thence with a curve to the left with a radius of 556.20 feet, an arc of 45° 01' 18" and an arc length of 515.63 feet to a 5/8ths inch rebar with a blue cap (set) and a chord which bears S 56° 58' 05" W 502.46; thence with a curve to the right having a radius of 537.47 feet, an arc of 31° 38' 57" and an arc length of 296.89 feet to a 5/8ths inch rebar with a blue cap (set) and a chord which bears S 63° 39' 14" W 293.13 feet to a 5/8ths inch rebar with a blue cap (set); thence with a curve to the right with a radius of 519.46 feet, an arc of 07° 12' 01" and an arc length of 65.28 feet with a chord which bears S 44° 13' 45" W 65.24 feet to a VDOT Monument; thence S 39° 26' 58" W 540.17 feet to a to a 5/8ths inch rebar with a blue cap (set); thence S 58° 51' 04" W 161.62 feet to a railroad spike (set) in the line of Dora Barnes; thence N 25° 55' 44" W 127.41 feet to a 5/8ths inch rebar with a blue cap (set); thence N 29° 39' 54" W 60.04 feet to a 5/8ths inch rebar with a blue cap (set); thence N 23° 05' 01" W 63.01 feet to a 5/8ths inch rebar with a blue cap (set) in the line of Cody Burnette; thence N 22° 56' 51" W 37.64 feet to a 5/8ths inch rebar with a blue cap (set); thence N 24° 26' 59" W 69.93 feet to a 5/8ths inch rebar with a blue cap (set); thence N 39° 19' 55" W 22.46 feet to a 5/8ths inch rebar with a blue cap (set); thence N 79° 14' 19" W 37.90 feet to a 5/8ths inch rebar with a blue cap (set); thence S 88° 47' 52" W 74.22 feet to a 5/8ths inch rebar with a blue cap (set); thence N 77° 50' 03" W 39.62 feet to a 5/8ths inch rebar with a blue cap (set); thence N 55° 28' 07" W 75.23 feet to a 5/8ths inch rebar with a blue cap (set); thence N 42° 39' 37" W 48.40 feet to a 5/8ths inch rebar with a blue cap (set); thence N 17° 56' 24" W 24.50 feet to a 5/8ths inch rebar with a blue cap (set); thence N 2° 18' 46" W 53.77 feet to a 5/8ths inch rebar with a blue cap (set); thence N 68° 06' 26" E 8.17 feet to a 5/8ths inch rebar with a blue cap (set); thence N 20° 56' 02" W 253.28 feet to a 5/8ths inch rebar with a blue cap (set); thence leaving Burnette, N 57° 56' 42" E 397.38 feet to an old wooden fence post (held) in the line of Goose Creek Estates; thence N 57° 37' 08" E 327.99 feet to an old wooden fence post (held); thence N 54° 44' 52" E 111.59 feet to a 32 inch double locust (held); thence N 53° 04' 58" E 475.87 feet to an old wooden fence post (held); thence N 52° 51' 08" E 602.36 feet to an old wooden fence post (held); thence N 53° 15' 08" E 592.41 feet to an old wooden fence post (held); thence N 51° 02' 12" E 428.07 feet to an old wooden fence post (held); thence N 53° 13' 09" E 419.89 feet to an old wooden fence post (held); thence N 54° 23' 00" E 595.50 feet to an old wooden fence post (held); thence N 64° 35' 33" E 773.62 feet to a 48 inch oak tree (held); thence N 11° 54' 16" E 735.06 feet to a 1/2 inch rebar (held); thence N 51° 28' 03" E 181.37 feet to an old wooden fence post (held); thence N 70° 00' 01" E 431.12 feet to an old wooden fence post (held); thence leaving Goose Creek Estates, N 70° 52' 07" E 587.31 feet to an old wooden fence post (held); thence N 68° 46' 29" E 499.88 feet to an wooden fence post (held); thence N 69° 04' 12" E 173.22 feet to the point of Beginning, and containing 122.36 acres.

For the above consideration, and the execution by the Grantee of the Road Maintenance

Agreement attached hereto and made a part hereof and in favor of Dora Barnes, the Grantor

grants unto the Grantee a non-exclusive easement 50 feet in width following the lines on the aforesaid plat of L115, L116, L117, L118, L119, L120, and L121, which lines are approximately 7.5 feet from the northern line of said easement, together with a non-exclusive easement 15 feet in width following lines centered in said easement of L122, L123, L124, L125, L126, L127, L128, L129, L130, L131, L132, and L133. The Grantor further grants and conveys unto the Grantee an electrical power easement as it currently crosses property now owed by Dora Barnes and running to the structures located on the property herein conveyed.

The property herein conveyed is a portion only of the property conveyed unto the Grantor by George F. Barnes and Grace G. Barnes by deed dated December 30, 1995 and recorded in Deed Book 703, page 859, and by Deed of Correction dated September 11, 2025 and recorded as Instrument Number 202502237 and conveying that certain property conveyed by Henry Day and Eleanor Day to George F. Barnes by deed dated December 4, 1978 and recorded in Deed Book 452, page 747.

From this conveyance the Grantor excepts and reserves all lands and interest in land heretofore conveyed by the Grantor and its predecessors in title by instruments of record.

The Grantor covenants to and with the Grantee it warrants specially the title to the property here conveyed.

All documents referenced as recorded are recorded in the Clerk's Office for the Circuit Court of Tazewell County, Virginia.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto placed by its duly authorized general partner.

Barnes Family Limited Partnership

---

By: William J. G. Barnes  
Its: General Partner

STATE OF VIRGINIA,  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me on \_\_\_\_\_, 2025 by William J. G. Barnes, general partner for and on behalf of Barnes Family Limited Partnership.

Notary Registration No. \_\_\_\_\_. My Commission expires \_\_\_\_\_.

{SEAL}

\_\_\_\_\_  
Notary Public

Z:\FILES\33418 (BARNES FAMILY HOLDINGS)DEED-BARNES FAMILY LIMITED PARTNERSHIP-\_\_\_\_\_ (33418)(DGA)(10-17-25)(KLR).DOCX

## Tazewell County Report

## Property Owner

**Name:** BARNES FAMILY LIMITED PARTNERSHIP**Mailing Address:** C/O JEFF BARNES  
14541 SARUM TER  
MIDLOTHIAN, VA 23113-6047**Parcel Use:** SINGLE FAMILY SUBURB - VAC**Tax District:** 01 - JEFFERSONVILLE

## Property Information

**Physical Address:** 0 LAKE WITTEN RD**Subdivision:** N/A**Lot #:** N/A**Size (Acres):** 2.69**Legal:** 2.686 ACRES LINCOLNSHIRE BRANCH

## Current Assessment

Year	Land	Improvements	Land Use Value	Total
2025	\$6,700	\$0	\$0	\$6,700

## Land

Land Type	Size	Unit Price	Assessed
PASTURE	2.69	2,500.00	6,715.00
<b>Total</b>	<b>2.69</b>		<b>6,715</b>

## Deed Transfers

Deed Date	Instrument Year	Book	Page	Deed Type	Est. Sale	Owner	# of Parcels in Sale
9/15/2025	2025	02237	N/A	DB	\$0	BARNES FAMILY LIMITED PARTNERSHIP	3
10/5/2007	0	1012	341	N/A	\$0	BARNES, WILLIAM J. G. & GEORGE F.	1
5/3/2004	0	0	0	LR	\$0	BARNES, GRACIE G.	1

Assessment History				
Year	Land	Improvements	Land Use Value	Total
2024	\$6,700	\$0	\$0	\$6,700
2023	\$4,000	\$0	\$0	\$4,000
2022	\$4,000	\$0	\$0	\$4,000
2021	\$4,000	\$0	\$0	\$4,000
2020	\$4,000	\$0	\$0	\$4,000
2019	\$4,000	\$0	\$0	\$4,000
2018	\$4,000	\$0	\$0	\$4,000
2017	\$2,700	\$0	\$0	\$2,700
2016	\$2,700	\$0	\$0	\$2,700
2015	\$2,700	\$0	\$0	\$2,700
2014	\$2,700	\$0	\$0	\$2,700
2013	\$2,700	\$0	\$0	\$2,700
2012	\$2,700	\$0	\$0	\$2,700
2011	\$2,700	\$0	\$0	\$2,700
2010	\$2,700	\$0	\$0	\$2,700
2009	\$2,700	\$0	\$0	\$2,700
2008	\$2,700	\$0	\$0	\$2,700
2007	\$2,700	\$0	\$0	\$2,700
2006	\$2,700	\$0	\$0	\$2,700
2005	\$1,600	\$0	\$0	\$1,600
2004	\$1,600	\$0	\$0	\$1,600
2003	\$1,600	\$0	\$0	\$1,600
2002	\$1,600	\$0	\$0	\$1,600
2001	\$1,600	\$0	\$0	\$1,600
2000	\$1,600	\$0	\$0	\$1,600

## Map



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## Tazewell County Report

## Property Owner

**Name:** BARNES FAMILY LIMITED PARTNERSHIP**Mailing Address:** C/O JEFF BARNES  
14541 SARUM TER  
MIDLOTHIAN, VA 23113-6047**Parcel Use:** AGR/UNDEV 100 UP ACR - VAC**Tax District:** 01 - JEFFERSONVILLE

## Property Information

**Physical Address:** 0 GOV G C PEERY HWY**Subdivision:** N/A**Lot #:** N/A**Size (Acres):** 118.41**Legal:** 118.411 ACRES NEAR NORTH TAZEWELL

## Current Assessment

Year	Land	Improvements	Land Use Value	Total
2025	\$242,300	\$2,500	\$55,700	\$244,800

## Land

Land Type	Size	Unit Price	Assessed
PASTURE	51.00	3,000.00	153,000.00
PASTURE	21.91	2,000.00	43,818.00
WASTELAND	45.50	1,000.00	45,502.00
<b>Total</b>	<b>118.41</b>		<b>242,320</b>

## Deed Transfers

Deed Date	Instrument Year	Book	Page	Deed Type	Est. Sale	Owner	# of Parcels in Sale
5/23/2025	2025	01178	N/A	DB	\$0	BARNES FAMILY LIMITED PARTNERSHIP	1
12/25/2024	0	703	859	N/A	\$0	BARNES FAMILY LIMITED PARTNERSHIP	1

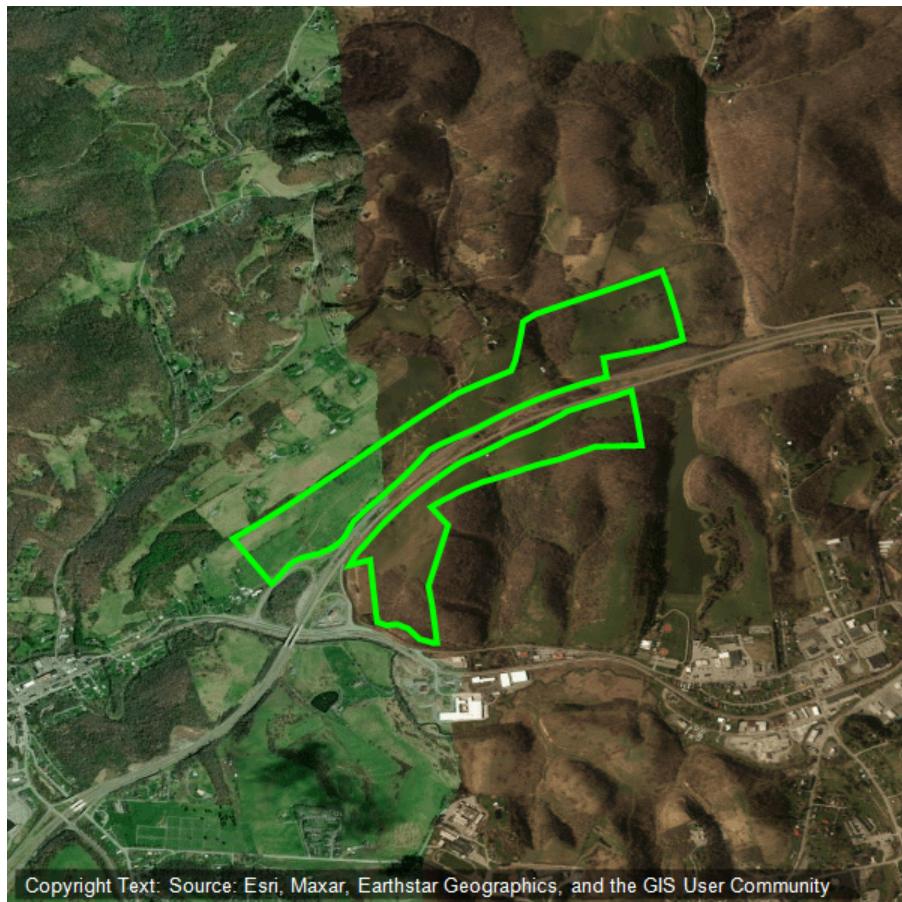
## Outbuildings and Other Improvements

Code	Description	Sub Code-Description	Size	Assessed Value	Grade
BARN	BARN	Frame	1088.00 UN	\$2,500	C

## Assessment History

Year	Land	Improvements	Land Use Value	Total
2024	\$242,300	\$2,500	\$55,700	\$244,800
2023	\$242,300	\$2,500	\$55,700	\$244,800
2022	\$242,300	\$2,500	\$55,700	\$244,800
2021	\$242,300	\$2,500	\$55,700	\$244,800
2020	\$242,300	\$2,500	\$55,700	\$244,800
2019	\$242,300	\$2,500	\$55,700	\$244,800
2018	\$242,300	\$2,500	\$55,700	\$244,800
2017	\$242,300	\$2,500	\$55,700	\$244,800
2016	\$242,300	\$2,500	\$55,700	\$244,800
2015	\$417,500	\$2,500	\$88,600	\$420,000
2014	\$419,000	\$2,500	\$89,300	\$421,500
2013	\$419,000	\$2,500	\$89,300	\$421,500
2012	\$419,000	\$2,500	\$89,300	\$421,500
2011	\$262,400	\$2,500	\$89,300	\$264,900
2010	\$262,400	\$2,500	\$89,300	\$264,900
2009	\$262,400	\$2,500	\$89,300	\$264,900
2008	\$262,400	\$2,500	\$89,300	\$264,900
2007	\$262,400	\$2,500	\$89,300	\$264,900
2006	\$262,400	\$2,500	\$89,300	\$264,900
2005	\$173,100	\$2,500	\$74,100	\$175,600
2004	\$173,100	\$2,500	\$74,100	\$175,600
2003	\$173,100	\$2,500	\$74,100	\$175,600
2002	\$173,100	\$2,500	\$74,100	\$175,600
2001	\$173,100	\$2,500	\$74,100	\$175,600
2000	\$173,100	\$2,500	\$74,100	\$175,600

## Map



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## Tazewell County Report

## Property Owner

**Name:** BARNES FAMILY LIMITED PARTNERSHIP**Mailing Address:** C/O JEFF BARNES  
14541 SARUM TER  
MIDLOTHIAN, VA 23113-6047**Parcel Use:** SINGLE FAMILY URBAN - RES**Tax District:** 08 - TOWN OF TAZEWELL

## Property Information

**Physical Address:** 230 BARNES LN**Subdivision:** N/A**Lot #:** N/A**Size (Acres):** 5.64**Legal:** N E OF DEPOT 5.643 ACRES +-

## Current Assessment

Year	Land	Improvements	Land Use Value	Total
2025	\$38,600	\$27,300	\$22,200	\$65,900

## Land

Land Type	Size	Unit Price	Assessed
H/S-C200 (20000)	1.00	20,000.00	20,000.00
RESIDUAL	4.64	4,000.00	18,572.00
<b>Total</b>	<b>5.64</b>		<b>38,572</b>

## Deed Transfers

Deed Date	Instrument Year	Book	Page	Deed Type	Est. Sale	Owner	# of Parcels in Sale
12/27/1995	1995	703	859	DB	\$0	BARNES FAMILY LIMITED PARTNERSHIP	1

## Residential Card 1 Details

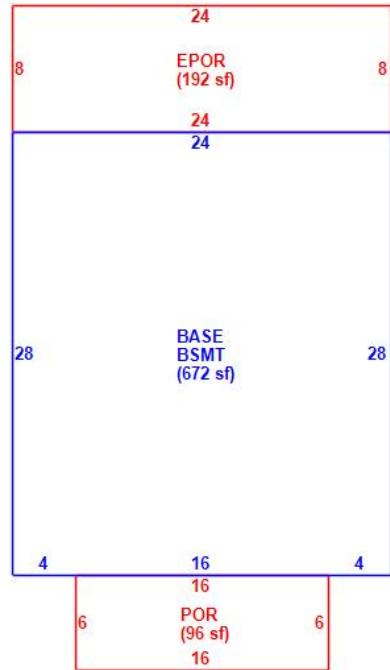
Occupancy	Story	Style	Total Liv	Grade	Year Built
SF	1.0	Building	672	D	1915

<b>Model:</b> RESIDENTIAL	<b>Interior Wall:</b> WOOD PANEL
<b>Rooms:</b> Beds: 2 Total: 6	<b>Exterior Wall:</b> CONCRETE BLOCK
<b>Bathrooms:</b> Full: 1 Half: 0	<b>Foundation:</b> CONC/BLOCK
<b>Floor Cover:</b> SOFT WOOD	
<b>Roof Cover:</b> METAL	<b>Heat/Cool:</b> FORCED AIR
<b>Roof Type:</b> GABLE	<b>Central AC:</b> None
<b>Basement:</b> FULL BSMT	<b>Basement Area:</b> 672

**Residential Card 1 Photo**



**Residential Card 1 Sketch**



**Building Sub-Areas (sq ft)**

<b>Code</b>	<b>Description</b>	<b>Gross Area</b>	<b>Living Area</b>
BASE	FIRST FLOOR	672	672
BSMT	BASEMENT	672	0
EPOR	ENCL POR	192	0
POR	PORCH	96	0
<b>Totals</b>		<b>1,632</b>	<b>672</b>

## Outbuildings and Other Improvements

Code	Description	Sub Code-Description	Size	Assessed Value	Grade
GAR	GARAGE	Brick	720.00 UN	\$10,080	C
BARN	BARN	Frame	1.00 UN	\$12,000	C
BLDG	BUILDING	Miscellaneous	1.00 UN	\$2,000	C

## Assessment History

Year	Land	Improvements	Land Use Value	Total
2024	\$38,600	\$27,300	\$22,200	\$65,900
2023	\$29,300	\$31,600	\$22,200	\$60,900
2022	\$29,300	\$31,600	\$22,200	\$60,900
2021	\$29,300	\$31,600	\$22,200	\$60,900
2020	\$29,300	\$31,600	\$22,200	\$60,900
2019	\$29,300	\$31,600	\$22,200	\$60,900
2018	\$29,300	\$31,600	\$22,200	\$60,900
2017	\$29,300	\$29,600	\$22,200	\$58,900
2016	\$29,300	\$29,600	\$22,200	\$58,900
2015	\$29,300	\$29,600	\$22,200	\$58,900
2014	\$29,300	\$29,600	\$22,200	\$58,900
2013	\$29,300	\$29,600	\$22,200	\$58,900
2012	\$29,300	\$29,600	\$22,200	\$58,900
2011	\$30,000	\$24,600	\$22,200	\$54,600
2010	\$30,000	\$24,600	\$22,200	\$54,600
2009	\$30,000	\$24,600	\$22,200	\$54,600
2008	\$30,000	\$24,600	\$22,200	\$54,600
2007	\$30,000	\$24,600	\$22,200	\$54,600
2006	\$30,000	\$24,600	\$22,200	\$54,600
2005	\$25,300	\$19,400	\$11,800	\$44,700
2004	\$25,300	\$19,400	\$11,800	\$44,700
2003	\$25,300	\$19,400	\$11,800	\$44,700
2002	\$25,300	\$19,400	\$11,800	\$44,700
2001	\$25,300	\$19,400	\$11,800	\$44,700
2000	\$25,300	\$19,400	\$11,800	\$44,700

## Map



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## Sample Road Maintenance Agreement

### ROAD MAINTENANCE AGREEMENT

Prepared by: David Grant Altizer

Return to: Altizer, McGraw and French PLLC

Tax Map Reference No.: part of 94A4-A-0001 and 095-A-0001

This Road Maintenance Agreement is made and entered into this \_\_\_\_\_, 2025, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called the Grantor, and Dora Ann Barnes, whose address is P.O. Box 305 North Tazewell, Virginia 24630-0305, hereinafter called the Grantee;

WHEREAS, the above listed parties are the current owners of adjoining parcels served by an easement of right of way along a private road on property owned by the Grantee and located in the Town of Tazewell, Jeffersonville Magisterial District, Tazewell County, Virginia, which provides access to said property from State Route 61, said easement being shown by plats of survey recorded in the Clerk's Office for the Circuit Court of Tazewell County, Virginia in Deed Book \_\_\_\_\_, page \_\_\_\_\_, Plat Book \_\_\_\_\_, page \_\_\_\_\_; and

WHEREAS, The Grantor, is the owner of a 122.36- acre tract lying east of the property of the Grantee and was conveyed said property by Barnes Family Limited Partnership by deed of record in said Clerk's Office and, as a condition of his conveyance, the Grantor agreed to enter into a road maintenance agreement with the Grantee.

NOW THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

1. Subject to the provisions of Section 4 relating to abandonment of use of the road, the Grantor, on behalf of himself, his heirs, personal representatives, successors, and assigns, agrees to maintain said road and to perform repairs so as to maintain the road in good and safe condition in accordance with standards set forth below. The Grantor agrees to pay 50% of the costs of such maintenance and repair, provided, however, that in the event a party's agent or invitee causes damage to the road other than ordinary wear and tear, said party shall be required to repair such damage and pay the cost thereof exclusively. It is understood that a road maintenance agreement will be executed by the owner of the property located to the north of the property of the Grantee when said property is conveyed to by Barnes Family Limited Partnership and that property owner also agrees to be reasonable for 50% of the cost of such maintenance and repair.

2. The terms "Maintenance" and "Repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditching as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drain pipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

3. There shall be no obligation on the Grantor to upgrade the road to a superior condition than exists on the date hereof absent a separate writing to do so.

4. If the right to use a portion of the road for the benefit of the Grantor is forever abandoned in writing by the Grantor, that Grantor shall not be required to share in the costs of maintenance and repair of the road. In order to abandon such right of use, the Grantor personally shall deliver or mail by certified mail to the Grantee or her successors a written declaration of abandonment and shall record such declaration in the Clerk's Office for the Circuit Court of Tazewell County, Virginia.

5. The Grantee, and her successors, shall retain a continuing lien upon the property of the Grantor to secure the payment of charges herein provided for road maintenance and repairs, but such lien shall at all times be subject to any first or second deeds of trust placed upon such property. If the share of the cost of maintenance or repairs due hereunder is not paid by the Grantor when due, a notice of such non-payment may be recorded by the Grantee, or her successors, and from the time of such recordation, the amounts stated in such notice, together with interests, costs, and reasonable attorney's fees, shall become a lien prior to any deeds of trust recorded subsequently to the recording of such notice.

6. The covenants set forth in this road maintenance agreement shall run with the land described above and owned by the Grantor and shall be binding on the Grantor's heirs, personal representatives, successors, and assigns.

7. The road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by Tazewell County Authorities or by the Virginia Highway and Transportation Department.

8. This Road Maintenance Agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

WITNESS the following signature and seal.

\_\_\_\_\_ [SEAL]

STATE OF VIRGINIA,  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me on \_\_\_\_\_, 2025 by  
\_\_\_\_\_.

Notary Registration No. \_\_\_\_\_. My Commission expires \_\_\_\_\_.

{SEAL} \_\_\_\_\_

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 11th, 2026, between Barnes Family Limited Partnership By and Through William J. G. Barnes, General Partner owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

- 1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Tazewell, Virginia, and described as:

Legal Description-

+/- 122.36 Acres Shown by survey completed by Cecil Engineering Company  
11/5/2025\*

-Portion of Parcel ID: 94A4A-0001; Owner: Barnes Family Limited Partnership  
-Portion of Parcel ID: 95-A-0001; Owner: Barnes Family Limited Partnership  
-Parcel ID: 075-A-0015A; Owner: Barnes Family Limited Partnership

**Address:** 230 Barnes Ln., North Tazewell, VA 24630

- 2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_  
(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of **\$ 10,000** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.
- 4. Settlement Agent and Possession.** Settlement shall be made at Attorney or Title Company of Purchasers Choice on or before April 27<sup>th</sup> 2026 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.
- 5. Required Disclosures.**
  - Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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 option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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

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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.

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

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

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

## 6. Standard Provisions.

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

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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.** Property is currently taxed under land use assessment. Purchaser is responsible for applying for continuation and for any rollback taxes if disqualified or not filed.

(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.

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(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 any 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.

j.) **Road Maintenance Agreement.** Purchaser acknowledges that property is accessed by 50' from Route # 61 / East Riverside Drive and is subject to a Road Maintenance Agreement. Purchaser has reviewed road maintenance agreement. Road Maintenance Agreement shall be signed and recorded along with deed at closing.

k.) **Other Terms.** Purchaser acknowledges that concrete water trough located on property is supplied by a spring from a neighboring property. There are no rights to spring and spring rights will not be conveyed with purchase.

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Purchaser's Initials \_\_\_\_\_

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

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Barnes Family Limited Partnership (Seller)  
by and through William J. G. Barnes, General Partner

Date

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Purchaser Name

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Address

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Phone # Email

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(Purchaser signature)

Date

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Purchaser Name

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Address

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Phone # Email

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(Purchaser signature)

Date

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_