



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 – Swan Avenue Investments LLC

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

AUCTION DATE – Wednesday, April 15th, 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:

+/- 2 acres and improvements; Parcel ID:6224; Tax Map #: 18-57; DBS: 23-0001378; Plat: 23-0001376

Address:

1704 Coles Knob Rd. NE, Pilot, VA 24138

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 15th, 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**. 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 \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, June 1st, 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.
- 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.

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. If these steps have not been completed, a broker referral fee will not be paid.

20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

Individual State License #'s

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

Firm State License #'s

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



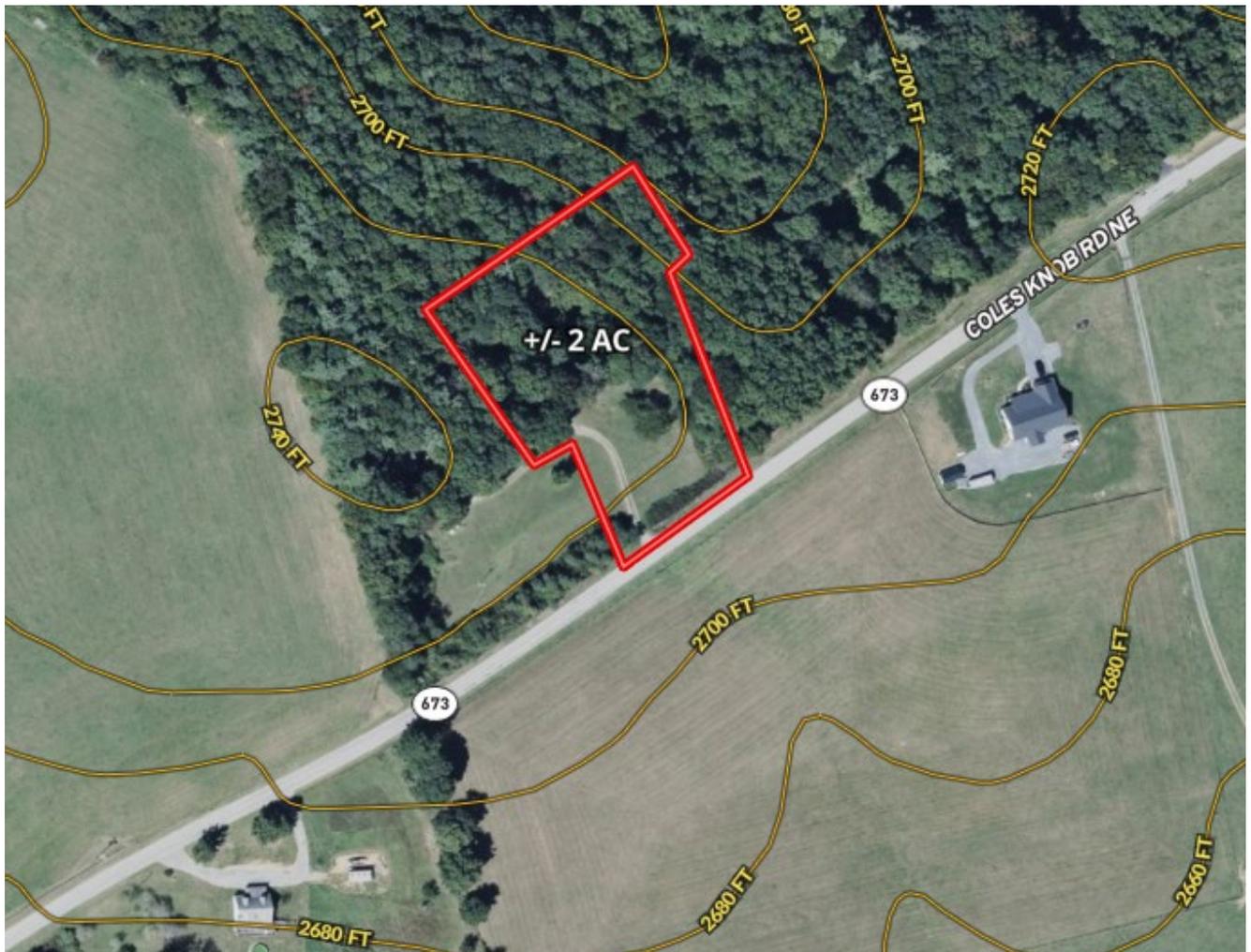
Aerial

Auction Services



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

Contour



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Neighborhood

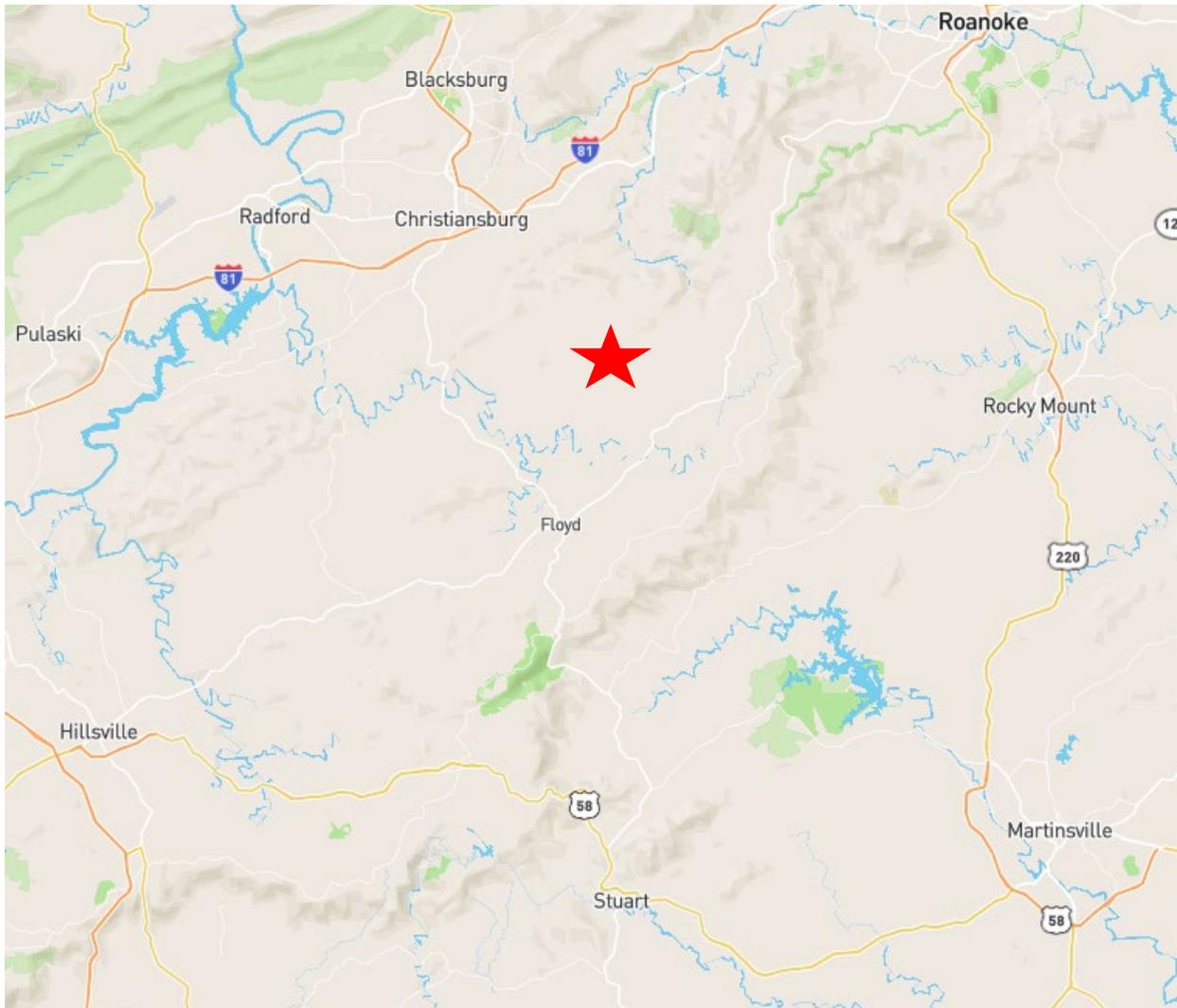
1704 Coles Knob Rd.,
Pilot, VA 24138





Location

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Pilot, VA 24138



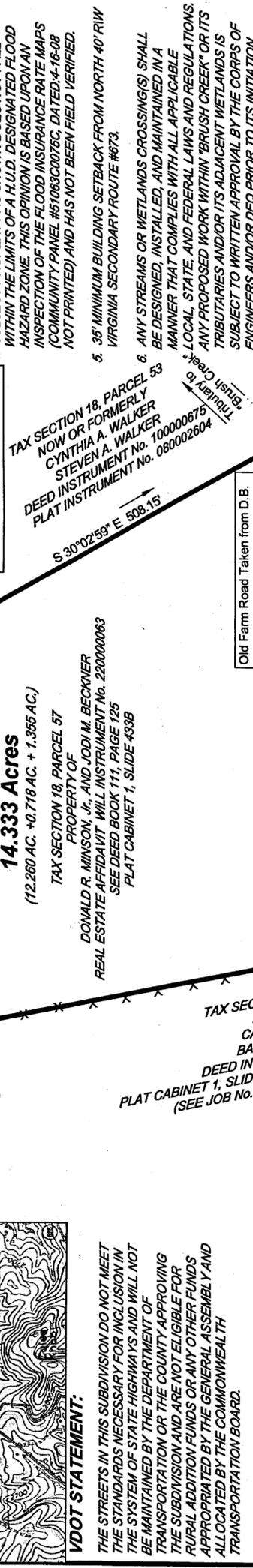
230001376



LEGEND

- x- Fence
- e- Adjoiner
- OHU- Overhead Utility Line
- Utility Pole
- Creek/Branch

- NOTES:**
- THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
 - THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
 - SUBJECT PROPERTY AS SHOWN IS ALL OF FLOYD COUNTY TAX SECTION 18, PARCELS 57 AND 57A.
 - SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #5108300076C, DATED 4-16-08 (NOT PRINTED)) AND HAS NOT BEEN FIELD VERIFIED.
 - 35' MINIMUM BUILDING SETBACK FROM NORTH 40' R/W VIRGINIA SECONDARY ROUTE #673.
 - ANY STREAMS OR WETLANDS CROSSING(S) SHALL BE DESIGNED, INSTALLED, AND MAINTAINED IN A MANNER THAT COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
 - ANY PROPOSED WORK WITHIN "BRUSH CREEK" OR ITS TRIBUTARIES AND/OR ITS ADJACENT WETLANDS IS SUBJECT TO WRITTEN APPROVAL BY THE CORPS OF ENGINEERS AND/OR DEC PRIOR TO ITS INITIATION.
 - THE OWNER WILL OBTAIN WRITTEN APPROVAL BY SUBMITTING A COMPLETE PERMIT APPLICATION PRIOR TO PERFORMING ANY WORK IN THE WATERWAY AND/OR WETLANDS.



VDOT STATEMENT:
THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OR THE COUNTY APPROVING THE SUBDIVISION AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, THIS 12th DAY OF DECEMBER, 2022, AT 4:30 PM, THIS MAP RECEIVED IN OFFICE, AND ADMITTED TO RECORD.

CLERK / DEPUTY CLERK: Honda T. Vaughn, CLERK

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS, ORDINANCES AND REGULATIONS, REGARDING THE PLATTING OF SUBDIVISIONS, WITHIN THE COUNTY OF FLOYD, VIRGINIA, GIVEN UNDER MY HAND THIS 30th DAY OF NOVEMBER, 2022.

L.J. QUESENBERRY, L.S. #1270

NOTARY'S STATEMENT:
STATE OF Virginia, to wit: County of Albemarle, to wit: Holly Brynne Jones, Notary Public, My Commission Expires: 1/31/2024.

NOTARY'S STATEMENT:
STATE OF Virginia, to wit: County of Floyd, to wit: Donald R. Minson, Jr., Notary Public, My Commission Expires: 12/31/2022.

NOTARY'S STATEMENT:
STATE OF Virginia, to wit: County of Floyd, to wit: Jodi M. Beckner, Notary Public, My Commission Expires: 5/31/26.

NOTARY'S STATEMENT:
STATE OF Virginia, to wit: County of Floyd, to wit: Calvin R. Conner, Notary Public, My Commission Expires: 12/31/2022.

NOTARY'S STATEMENT:
STATE OF Virginia, to wit: County of Floyd, to wit: Algie E. Martin, Notary Public, My Commission Expires: 12/31/2022.

OWNER'S STATEMENT:
AS OWNER OR AUTHORIZED AGENT OF THE OWNER, I HEREBY STATE THAT THIS SURVEY IS A PLAT/PARCEL OF RECORD AND NOT A MERG SUBDIVISION AFFIRMATION AND UNDERSTAND THAT PENALTIES MAY BE IMPOSED IF THE STATEMENT IS INCORRECT.

Donald R. Minson, Jr., DATE: 12/9/22

Jodi M. Beckner, DATE: 12/11/22

Algie E. Martin, DATE: 12-5-22

CERTIFICATE OF APPROVAL:
THIS "LOTLINE REVISION" IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH THE EXISTING ORDINANCES AND REGULATIONS OF THE COUNTY OF FLOYD AND MAY BE ADMITTED TO RECORD.

Paula Turner, DATE: 4/10/23

FLOYD COUNTY SUBDIVISION AGENT: Paula Turner, DATE: 3-14-2023

FLOYD COUNTY HEALTH DEPARTMENT AGENT: _____, DATE: _____

TITLE REFERENCE:
PLAT SHOWING "14.978 AC. TRACT" IS ALL OF THAT PROPERTY ACQUIRED BY JODI M. BECKNER AND DONALD R. MINSON, JR., AS DESCRIBED IN REAL ESTATE AFFIDAVIT WILL INSTRUMENT No. 220000063, AND 1.355 AC. IS ALL OF THAT PROPERTY ACQUIRED BY MARK A. BECKNER (DECEASED) AND JODI M. BECKNER AS DESCRIBED IN DEED BOOK 181, PAGE 7, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA.

BEFORE LOTLINE REVISION:
TAX SECTION 18, PARCEL 57 14.978 AC.
TAX SECTION 18, PARCEL 57A 1.355 AC.

AFTER LOTLINE REVISION:
TAX SECTION 18, PARCEL 57 2.000 AC.
TAX SECTION 18, PARCEL 57A 14.333 AC.

LINE TABLE FOR CENTERLINE OF NEW 20' R/W FROM VA. SEC. RTE. #673 THROUGH THE 2.000 AC. TO THE 14.333 AC. TRACT

LINE	BEARING	DISTANCE
7-8	N 40°36'42" E	89.02
8-9	N 24°33'16" W	61.52
9-10	N 24°33'16" W	45.99
10-11	N 08°10'57" W	62.83
11-12	N 11°59'49" E	149.96
12-13	N 02°24'42" E	200.79
13-14	N 08°25'51" E	41.88
14-15	N 08°25'51" E	27.30
15-16	N 07°08'13" E	36.02

LINE TABLE FOR CENTERLINE OF EXISTING WATER LINE FROM HOUSE #1702 TO HOUSE #1704 ON THE 2.000 AC. THROUGH THE 14.333 AC. THROUGH PROPERTY OF ALGIE E. MARTIN THEN BACK ONTO THE 2.000 AC. TO THE SPRING WHICH IS THE WATER SOURCE FOR THE 2.000 AC. & 14.333 AC. TRACT

LINE	BEARING	DISTANCE
1-2	N 29°13'25" W	12.12'
2-3	N 13°11'39" W	82.49'
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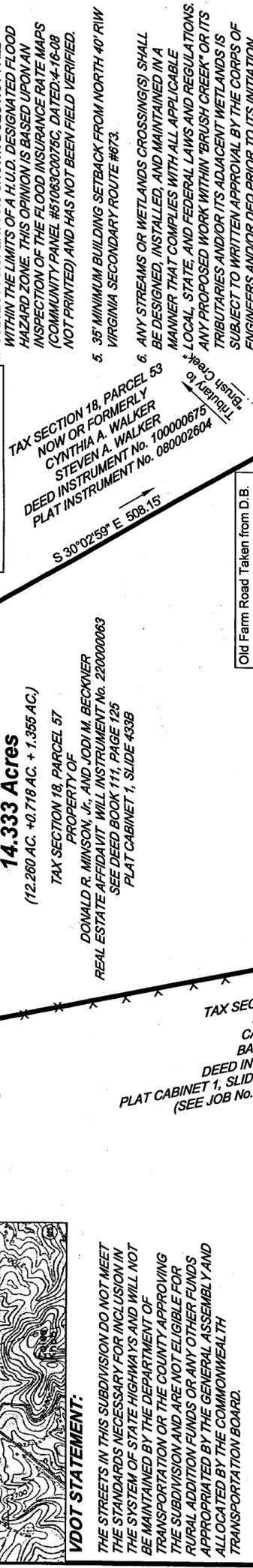
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230001376

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Algie E. Martin, DATE: 12-5-22

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Paula Turner, DATE: 4/10/23

FLOYD COUNTY SUBDIVISION AGENT: Paula Turner, DATE: 3-14-2023

FLOYD COUNTY HEALTH DEPARTMENT AGENT: _____, DATE: _____

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TAX SECTION 18, PARCEL 57A 1.355 AC.

AFTER LOTLINE REVISION:
TAX SECTION 18, PARCEL 57 2.000 AC.
TAX SECTION 18, PARCEL 57A 14.333 AC.

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10-11	N 08°10'57" W	62.83
11-12	N 11°59'49" E	149.96
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230001378

Prepared By: Janet Murrell (VSB No. 84982)
Title Insurance: Virginia Title Center 3565 Electric Road, Suite J, Roanoke, VA 24018
Grantee Address: 951 Swan Avenue, Miami Springs, FL 33166
Consideration: \$94,600.00
Assessed Value: \$124,245.20

Tax Map No. 18-57

Donald R. Minson, Jr. and Jodi M. Beckner

TO: DEED OF BARGAIN AND SALE

Swan Avenue Investments, LLC

DEED OF BARGAIN AND SALE

THIS DEED OF BARGAIN AND SALE is made this ^{31st} ~~1st~~ day of ^{August} ~~September~~, 2023,

by and between **DONALD R. MINSON, JR.** and **JODI M. BECKNER**, hereinafter styled Grantors, and **SWAN AVENUE INVESTMENTS, LLC**, a Florida limited liability company, hereinafter styled Grantee.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell, and convey, unto Grantee, in fee simple and with GENERAL WARRANTY and MODERN ENGLISH COVENANTS of Title, the following described property, being and lying in Floyd County, Virginia, to wit:

ALL of that certain tract or parcel of real estate, together with all improvements thereon and appurtenances and rights of way thereunto belonging, situate in the Little River Magisterial District of Floyd County, Virginia, containing 2.000 acres, more or less, as shown on that plat of survey prepared by LJ Quesenberry, LS, dated November 30, 2022, said plat of record in the Circuit Court Clerk's Office of Floyd County, Virginia as Instrument No. 230001376 ; and

Delivered
9/01/2023

Shortt & Murrell, P.C.
~ Law Firm ~
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

Shortt & Murrell, P.C.

~ Law Firm ~

108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

TOGETHER WITH and SUBJECT TO that water easement as being more particularly described by that Deed of Gift of Easement dated December 5, 2022 of record in the aforesaid Clerk's Office as Instrument No. 230000080; and

SUBJECT TO that 20' wide right of way as being more particularly described by that Deed of Gift of Easement dated August 31, 2023 of record in the aforesaid Clerk's Office as Instrument No. 230001377; and

BEING a portion of the property conveyed to Donald R. Minson, Sr. and Winifred Minson, husband and wife, as tenants by the entireties with the right of survivorship, by Deed dated April 29, 1974, form Luther Patton Compton and Clara B. Compton, said Deed of record in the aforesaid Clerk's Office as Instrument No. 740000327.

The said Donald R. Minson, Sr. departed this life on September 11, 2007 as evidenced by his List of Heirs of record in the aforesaid Clerk's Office as Will Instrument No. 080000138; thereby vesting full fee simple title in Winifred Minson.

The said Winifred Minson departed this life on March 23, 2022 as evidenced by her Real Estate Affidavit of record in the aforesaid Clerk's Office as Will Instrument No. 220000063; thereby vesting full fee simple title in Grantors.

This conveyance is made expressly subject to any other covenants, conditions, restrictions, easements, and rights of way of record.

SIGNATURE PAGE FOLLOWS

Shortt & Murrell, P.C.

~ Law Firm ~

108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

WITNESS the following signatures and seals:


Donald R. Minson, Jr.

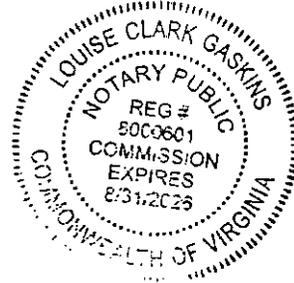
COMMONWEALTH OF VIRGINIA
COUNTY OF FLOYD

The foregoing instrument was subscribed and sworn before me this 31st day of ~~September~~ August, 2023, by Donald R. Minson, Jr..


Notary Signature

Notary's Registration Number: 8000601

My Commission Expires: 8/31/2026




Jodi M. Beckner

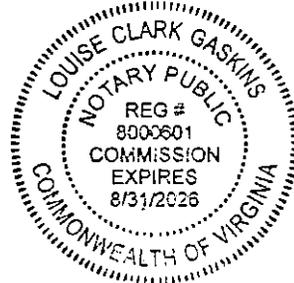
COMMONWEALTH OF VIRGINIA
COUNTY OF FLOYD

The foregoing instrument was subscribed and sworn before me this 31st day of ~~September~~ August, 2023, by Jodi M. Beckner.


Notary Signature

Notary's Registration Number: 8000601

My Commission Expires: 8/31/2026



PROPERTY

Parcel Information

Parcel Record Number (PRN) **6224** Town/District **LITTLE RIVER**
 Account Name **SWAN AVENUE INVESTMENTS LLC**
 Account Name 2
 Care Of
 Address1 **951 SWAN AVENUE**
 Address2
 City, State Zip **MIAMI, FL 33166**
 Business Name

Location Address(es)	1704 COLES KNOB RD	VA
	FRONTS ON 673	VA

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
018 57	018				57	

Total Acres **2.0**
 Deed **DBS-23-0001378**
 Will **WILL-22-0000063**
 Plat **OPM-23-0001376**
 Route 673
 Legal Desc 1 BRUSH CREEK
 Legal Desc 2
 Zoning
 State Class SFR SUBURBAN
 Topology
 Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$52,000	\$38,000
Main Structures	\$119,000	\$112,000
Other Structures	\$2,000	\$2,000
TOTALS	\$173,000	\$152,000

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
BECKNER JODI M & MINSON WINIFRED A	\$94,600	DEED BARGAIN SALE-23-0001378	1	08/31/2023
	\$0	WILL-22-0000063	1	04/05/2022
		WILL-08-0000138	1	12/22/2008
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
-----	-------------	------	---------	-------

1	HOMESITE WD	1.00	\$45,000	\$45,000
2	WOODLAND	1.00	\$7,000	\$7,000

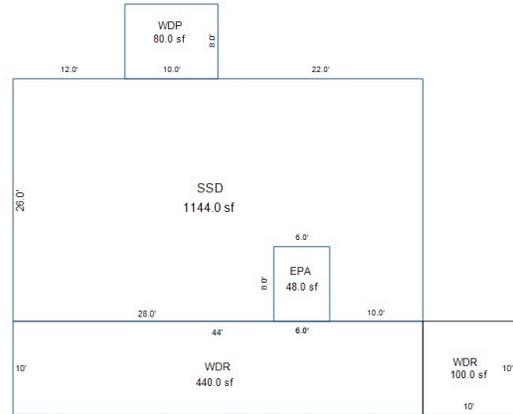
Main Structures

Main Structure 1	Rooms	4	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	2	Heated Sq Ft	1,487
	Cost/Heated SqFt	\$36.55	Constr Style	LOG

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	CENTRAL AIRCOND	1,487	\$4	\$6,246
ARCH STYLE	LOG	1,487	\$0	\$0
BATHROOMS	FULL BATHS	1	\$5,250	\$5,250
BUILDING TYPE	SFR	1,487	\$0	\$0
CONDITION	FAIR	1,487	\$0	\$0
EXT FINISH	LOG	1,487	\$0	\$0
EXT FINISH 2	CEDAR SID	1,487	\$0	\$0
FIREPLACES	1 S FP MTL	1	\$3,150	\$3,150
FOUNDATION	CINDER BLK	1,487	\$0	\$0
FRAME	WOOD	1,487	\$0	\$0
HEAT	HEAT PUMP	1,487	\$0	\$0
ROOF MATERIAL	METAL	1,487	\$0	\$0
STORIES	STORIES	1	\$0	\$0
SWL	SWL PRIVTE	1	\$26,250	\$26,250

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	SSD	SIDING/SHINGLE 1+30 STORY	C+5	1,144	1.30	0.00	\$154,485	1980	1980	\$77,243
2-0	100	EPA	ENCLOSED PORCH (AVG QUALI	C+5	48	1.00	0.00	\$2,520	1980	1980	\$1,260

3-0	100	BUG	BASEMENT UNDERGROUND	C+5	1,100	1.00	0.00	\$26,565	1980	1980	\$13,283
4-0	100	WDP	WOODEN DECK (POOR)	C+5	80	1.00	0.00	\$1,008	1980	1980	\$504
5-0	100	WDR	WOODEN DECK W/RAILING	C+5	540	1.00	0.00	\$12,474	1980	1980	\$6,237

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	FR OB	FR OB	SOUND VALUE	192	\$0.00	MANUAL	1.00	0	\$2,000

Data last updated: 01/03/2026

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 Concise Systems, LLC * www.concisesystems.com * (540)776-1800 * sales@concisesystems.com

Commonwealth of Virginia

Application for: Sewage System Water Supply

VDH Use only
Health Department ID# _____
Due Date _____

Owner Jodi Beckner & Donald Minson

Phone 540-239-9390

Mailing Address 1702 Coles Knob Rd NE
Pilot, VA 24138

Phone 434-249-2741

Agent _____

Fax _____

Mailing Address _____

Phone _____

Site Address 1702 Coles Knob Rd NE
Pilot, VA 24138

Phone _____

Fax _____

Email mjbeckner83@yahoo.com

Directions to Property: 1702 Coles Knob Rd, Pilot

Subdivision _____ Section _____ Block _____ Lot _____

Tax Map 18-57A (revised) Other Property Identification _____ Dimension/Acreage of Property 14.335

Sewage System

Type of Approval: Applicants for new construction are advised to apply for a certification letter to determine if land is suitable for a sewage system and to apply for a construction permit (valid for 18 months) **only when ready to build.**

Certification Letter Construction Permit Voluntary Upgrade Repair Permit Minor Modification

Proposed Use:

Single Family Home (Number of Bedrooms _____) Multi-Family Dwelling (Total Number of Bedrooms _____)

Other (describe) _____

Basement? Yes No Walk-out Basement? Yes No Fixtures in Basement Yes No

Conditional permit desired? Yes No If yes, which conditions do you want?

Reduced water flow Limited Occupancy Intermittent or seasonal use Temporary use not to exceed 1 year

Do you wish to apply for a betterment loan eligibility letter? Yes No *There is a \$50 fee for determination of eligibility.

Water Supply

Will the water supply be Public or Private? Is the water supply Existing or Proposed?

If proposed, is this a replacement well? Yes No If yes, will the old well be abandoned? Yes No

Will any buildings within 50' of the proposed well be termite treated? Yes No

Well Type (e.g. domestic use, agricultural, irrigation, etc.) Domestic use

All Applicants

Is this property intended to serve as your (owners) principal place of residence? Yes No

All applications must be accompanied by private sector evaluations and designs, unless a petition for VDH services is approved. Is a Petition for Service form attached? Yes No

In order for VDH to process your application for a sewage system you must attached a plat of the property and a site sketch. For water supplies, a plat of the property is recommended and a site sketch is required. The site sketch should show your property lines, actual and/or proposed buildings and the desired location of your well and/or sewage system. When the site evaluation is conducted the property lines, building location and the proposed well and sewage sites must be clearly marked and the property sufficiently visible to see the topography. I give permission to the Virginia Department of Health to enter onto the property described during normal business hours for the purpose of processing this application and to perform quality assurance checks of evaluations and designs certified by a private sector Onsite Soil Evaluator or Professional Engineer as necessary until the sewage disposal system and/or private water supply has been constructed and approved.

10/31/2021

Signature of Owner/ Agent _____

Date _____

WELL Only OSE/PE/WWSP Report For:

Well Construction Permit [checked] Well Repair Permit [] Well Abandonment Permit [] Well Modification Permit []

Property Location:

911 Address 1702 Coles Knob Rd City Pilot
Lot [] Section [] Subdivision []
GPIN or Tax Map # 18-57A (revised) Health Department ID # []
Latitude 31°01'49" N Longitude 80°16'31" W

Applicant or Client Mailing Address

Name Jodi Beckner & Donald Minson
Address 1702 Coles Knob Rd NE
City Pilot State VA Zip Code 24138

Prepared by: OSE [checked] PE [] WWSP []

Name Jonathan B. Snelson License # 1940001545
Address 2094 Stonewall Rd NE Ph: 804-241-0153
City Check State VA Zip Code 24072

Date of Submission [] Date Revision 1 []
OSE/PE/WWSP Job ID [] Date Revision 2 []

List of attachments (e.g., Private Well Worksheet, Construction Drawings, Abandonment Worksheet, etc.)

Pg. 1 - Sewage and Well Application Pg 4 - Site Sketch
Pg 2 - OSE/PE Cover Page Att: SDS Permit 90-131-0107
Pg 3 - Well Specifications

Certification Statement

I hereby certify that the evaluations and/or designs as submitted comply with the applicable provisions of the Private Well Regulations (12 VAC5-630-10 et seq.) and all other applicable laws and regulations enforced by the Virginia Department of Health. I further certify that I currently possess the professional license required to perform work evidenced by the application by the laws of the Commonwealth as promulgated by the supervising agency.

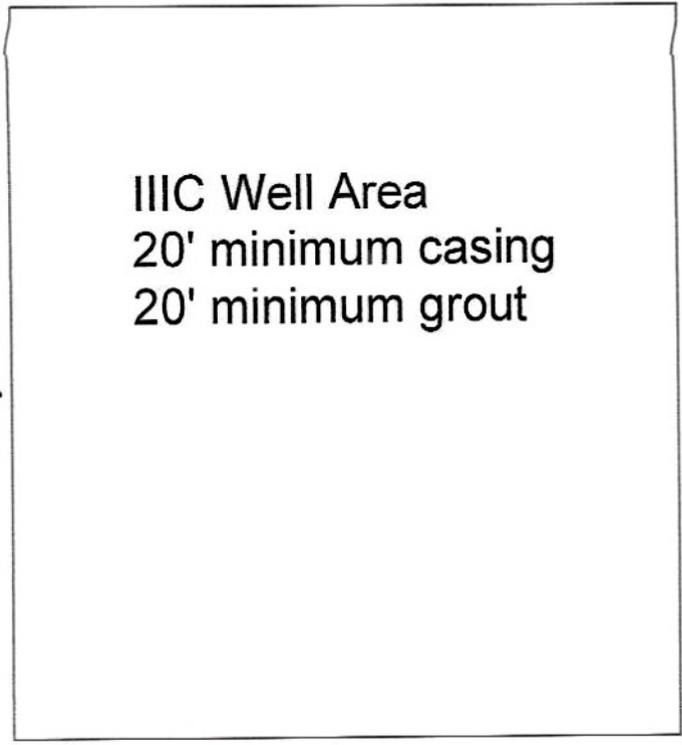
I recommend that a (select one): Construction permit [checked] Repair permit [] be (select one) Issued []
Modification permit [] Abandonment permit [] Denied []

OSE/PE/WWSP Signature [Signature] Date 10/31/2022

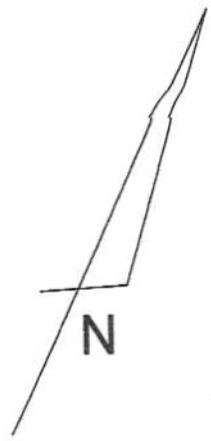
Well Specifications**VDH Use Only**

HDIN:

Applicant Information	
Name: <u>Jodi Beckner and Donald Minson</u>	Address: <u>1702 Coles Knob Rd NE</u>
Phone: <u>540-239-9390 (Jodi) 434-249-2741 (Donald)</u>	<u>Pilot, VA 24138</u>
Location Information	
Tax Map/GPIN #: <u>18-57A (revised)</u>	Property Address: <u>1702 Coles Knob Rd NE, Pilot</u>
Subdivision: _____	Section: _____ Block: _____ Lot: _____
Directions: <u>1702 Coles Knob Rd NE, Pilot</u>	
General Information	
Well Purpose (select all that apply): <input type="checkbox"/> Domestic Drinking Water <input type="checkbox"/> Agricultural	
<input type="checkbox"/> Irrigation <input type="checkbox"/> Industrial/Commercial <input type="checkbox"/> Geothermal	
Well Class: <u>III C</u>	Minimum Casing Depth: <u>20</u> ft.
Estimated Water Usage: <u>450gpd</u>	Minimum Grout Depth: <u>20</u> ft.
Horizontal Setbacks	
Distance from Building Sewer: <u>50</u> ft.	Distance from Pretreatment Unit(s): <u>50</u> ft.
Distance from Conveyance System: <u>50</u> ft.	Distance from Absorption Area: <u>50</u> ft.
Distance from Property Line: <u>50</u> ft.	Distance from foundations: <u>10</u> ft.
Distance from other source(s) of contamination: <u>100+</u> ft.	
List other source(s): <u>Onsite SDS for 1702, 1704 are >100', < 200' from well area.</u>	
Note: _____	



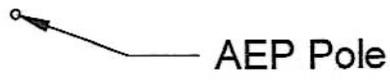
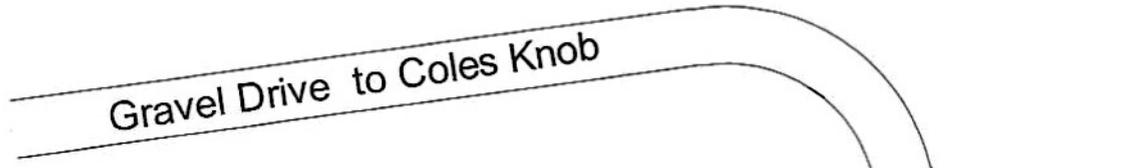
← 50' min →
to Prop. Line



1" = 40'

1702

+/-150' to Existing drainfield
+/-200' to
1704 Coles Knob



Jodi Beckner
1702 Coles Knob Rd NE
Pilot, VA 24138
TM # 18-57A (revised)
Well Permit Site Sketch
10/31/2022

Coles Knob Rd NE

Sewage Disposal System Operation Permit

Commonwealth of Virginia
Department of Health



Health Department
Identification No. 1-131-0107
Floyd County Health Department

Tax Map No. G 18-56-12A

Mark & Jodi Beckner is Hereby Granted Permission
to Operate a (Type) I Sewage Disposal System Having a Design Capacity of 450 gpd, at
From Floyd Take 221N. to 612 N. then 5 miles to 673 W. Go 1/4 mile, prop. adjacent to log home on
Right.

SUBDIVISION	SECTION/BLOCK	LOT
N/A	N/A	N/A

This permit is Issued in Accordance with the Provisions of 32.1, Chapter 6 of the Code of Virginia as Amended and Section(s)
3.22 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health and

with Previously Issued permits Sewage Disposal System Construction Permit Dated 4-18-89

with the understanding that the Owner and/or any Subsequent Owner will operate the Sewage Disposal System in Accordance
with the Sewage Handling and Disposal Regulations of the Virginia Department of Health and any Variances or Conditions Granted.
Issuance of an Operating Permit does not imply or Guarantee that the Sewage Disposal System will Function for any Specified
Period of Time.

VARIANCES GRANTED
 NONE SEE ATTACHED

SPECIAL CONDITIONS
 NONE SEE ATTACHED

3-23-90

Effective Date

J. A. [Signature]
Recommended (Sanitarian)

[Signature]
Approved (State Health Commissioner)

611D 18

Completion Statement

Commonwealth of Virginia
State Department of Health

Health Department Identification Number 90-131-0107

FLOYD C Health Department

Name of Company/Corporation/Individual: WEST PARTNERSHIP

Address: RT 1 CHECK, VA. Telephone: _____

Owner's Name: MARK JODI RICKNER

Owner's Address: RT 1 Box 288, Pilot, VA

Location of Installation: Lot _____ Block _____

Section: _____ Subdivision: _____

Other: _____

I hereby certify that the onsite sewage disposal system has been installed and completed in accordance with the construction permit issued (date) 4-26-89 and is in compliance with Part D of the Sewage Handling and Disposal Regulations and when appropriate the plans and specifications for the project.

[Signature]

Signature and Title

3-22-90

Date

Sewage Disposal System Construction Permit

Commonwealth of Virginia
Department of Health

FLOYD CO.

Health Department



Health Department

Identification Number

89-131-0107

Map Reference

G-18-56-12A

General Information

New Repair Expanded Conditional FHA VA Case No. _____
Based on the application for a sewage disposal system construction permit filed in accordance with Section 3.13.01, a construction permit is hereby issued to:
Owner MARK + JODI BECKNER Telephone 651-4212
Address RT. 1 Box 284 PILOT, VA 24138
For a Type I Sewage disposal system which is to be constructed on/at FROM FLOYD, TAKE 221 N TO 612 N, THEN 5 MILES TO 613 W. GO 1/4 MILE, PROP. ADJACENT TO
Subdivision NO Section/Block _____ Lot 106 HOME ON RIGHT
Actual or estimated water use 450 GAL/DAY

DESIGN	NOTE: INSPECTION RESULTS
Water supply, existing: (describe) _____ To be installed: class <u>III</u> cased <u>20'</u> grouted <u>20'</u>	Water supply location: Satisfactory yes <input type="checkbox"/> no <input type="checkbox"/> comments _____ G. W. 2 Received: yes <input type="checkbox"/> no <input type="checkbox"/> not applicable <input type="checkbox"/>
Building sewer: <u>3-4"</u> I.D. PVC 40, or equivalent. Slope 1.25" per 10' (minimum). <input type="checkbox"/> Other _____	Building sewer: yes <input type="checkbox"/> no <input checked="" type="checkbox"/> comments Satisfactory <u>NOT INSTALLED</u> <u>3/22/90</u>
Septic tank: Capacity <u>900</u> gals. (minimum). <input type="checkbox"/> Other _____	Pretreatment unit: yes <input type="checkbox"/> no <input type="checkbox"/> comments Satisfactory
Inlet-outlet structure: <u>PVC 40 4" tees or equivalent.</u> <input type="checkbox"/> Other _____	Inlet-outlet structure: yes <input type="checkbox"/> no <input checked="" type="checkbox"/> comments Satisfactory <u>ONLY</u>
Pump and pump station: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> describe and show design. if yes: _____	Pump & pump station: yes <input type="checkbox"/> no <input type="checkbox"/> comments Satisfactory <u>N/A</u>
Gravity mains: 3" or larger I.D., minimum 6" fall per <u>100', 1500 lb. crush strength or equivalent.</u> <input type="checkbox"/> Other _____	Conveyance method: yes <input type="checkbox"/> no <input checked="" type="checkbox"/> comments Satisfactory <u>SCH 40 4"</u>
Distribution box: Precast concrete with <u>8</u> ports. <input type="checkbox"/> Other _____	Distribution box: yes <input checked="" type="checkbox"/> no <input type="checkbox"/> comments Satisfactory
Header lines: Material: <u>4" I.D. 1500 lb. crush strength plastic or equivalent from distribution box to 2' into absorption trench.</u> Slope <u>2" minimum.</u> <input type="checkbox"/> Other _____	Header lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments Satisfactory
Percolation lines: Gravity <u>4" plastic 1000 lb. per foot bearing load or equivalent, slope 2" 4" (min. max.) per 100'.</u> <input type="checkbox"/> Other _____	Percolation lines: yes <input type="checkbox"/> no <input type="checkbox"/> comments Satisfactory
Absorption trenches: Square ft. required <u>960</u> ; depth from ground surface to bottom of trench <u>42"</u> ; aggregate size <u>#57</u> ; Trench bottom slope <u>2-4" 100'</u> center to center spacing <u>9'</u> ; trench width <u>36"</u> ; Depth of aggregate <u>13"</u> ; Trench length <u>80'</u> ; Number of trenches <u>4</u>	Absorption trenches: yes <input type="checkbox"/> no <input checked="" type="checkbox"/> comments Satisfactory
Date <u>3-22-90</u> Inspected and approved by: <u>T. H. IC</u> Sanitarian	

Schematic drawing of sewage disposal system and topographic features.

Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 100 feet of sewage disposal system and reserve area. The schematic drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot show all sources of pollution within 100 feet.

The information required above has been drawn on the attached copy of the sketch submitted with the application. Attach additional sheets as necessary to illustrate the design.

- ▲ THIS PERMIT IS FOR CONSTRUCTION OF AN ONSITE SEWAGE DISPOSAL SYSTEM DESIGNED FOR A 3 BEDROOM HOME, MAXIMUM OCCUPANCY - 6 PERSONS
- ▲ INSTALL 4-80' LINES WITH 9' CENTERS ON CONTOUR OF SLOPE
- ▲ DO NOT DRIVE OVER ANY PART OF SEPTIC SYSTEM
- ▲ KEEP WELL 100' FROM DRAINFIELD AND HOUSE LINED
- ▲ IF HOUSESITE INTERFERES WITH ANY PART OF SEPTIC SYSTEM, THIS PERMIT IS NULL AND VOID
- ▲ REMOVE ALL TREES AND OTHER VEGETATION WITHIN 10' OF SEPTIC SYSTEM
- ▲ DIVERT ROOF DRAINS AWAY FROM DRAINFIELD AREA

SCN 90 4"

The sewage disposal system is to be constructed as specified by the permit or attached plans and specifications .

This sewage disposal system construction permit is null and void if (a) conditions are changed from those shown on the application (b) conditions are changed from those shown on the construction permit.

No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved, by the local health department or unless expressly authorized by the local health dept. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon the direction of the Department.

Date: 4/25/89 Issued by: Linda Thompson
Sanitarian

Date: 4-26-89 Reviewed by: [Signature]
Supervisory Sanitarian

This Construction Permit Valid until 10/93

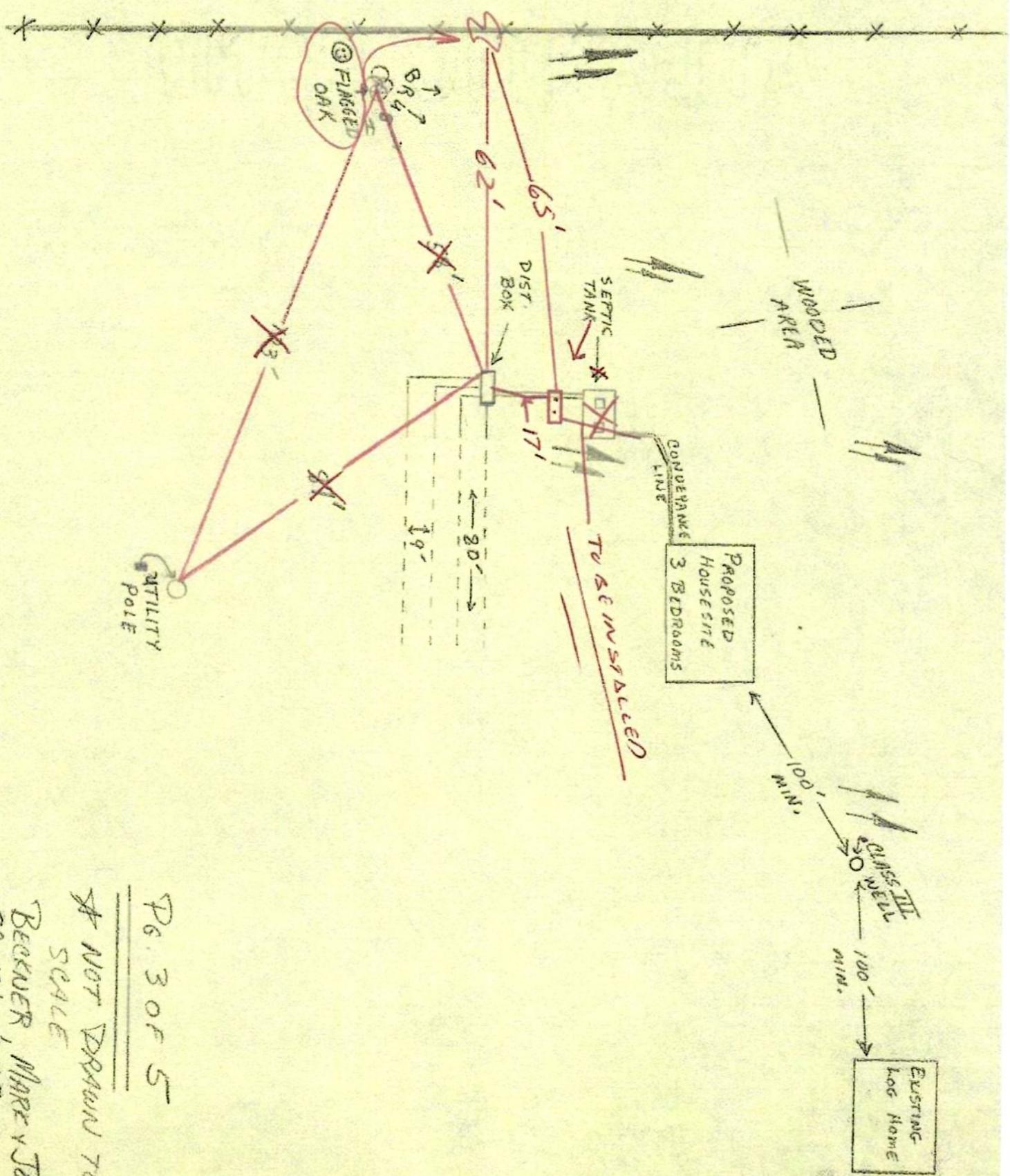
If FHA or VA financing

Reviewed by Date _____ Date _____

Supervisory Sanitarian

Regional Sanitarian

PASTURE



RT. 673

70 RT. 612 →

Pg. 3 of 5

NOT DRAWN TO SCALE

BECKNER, MARK V JACOBI
89-131-0107
618-56-122A

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 15th, 2026, between Swan Avenue Investments LLC owners 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 Floyd, Virginia, and described as:

2. Legal Description –

+/- 2 acres and improvements; Parcel ID:6224; Tax Map #: 18-57; DBS: 23-0001378; Plat: 23-0001376

More Commonly Known As – 1704 Coles Knob Rd. NE, Pilot, VA 24138

3. Purchase Price. The purchase price of the Property is: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser will make a deposit with the Attorney or Title Company of Purchasers Choice, of \$5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at Attorney or Title Company of Purchasers Choice on or before June 1st, 2026 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

(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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

NOTICE

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

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

(e) **Notice of Principal Residence.** Purchaser does ____ or does not _____ intend to occupy the Property as Purchaser's principal residence.

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

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1994 and lead base paint disclosures apply.

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

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

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

7. Standard Provisions.

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

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

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addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

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

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

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(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.

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

Swan Avenue Investments LLC (Seller) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____