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 – Wanda K. Davis

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

AUCTION DATE – Thursday, August 18th, 2022 @ 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with "Seller" to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Offering # 1 - Map # 076-00-001 01D consisting of 22.601 Acres

Offering # 2 - Map # 076-00-001 01E consisting of 15.148 Acres

More Commonly Known As: –TBD Five Mile Mountain Rd Callaway VA 24067

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, August 18th, 2022, at 4:00 PM (EST)**

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

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

Online Auction Terms & Conditions

1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval**.**

2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net.** 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) **Cash Offer/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. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. 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 per offering,** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

9) **Closing:** Closing shall be on or before **Monday, October 3rd, 2022**. 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 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.

19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of 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 Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker 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

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

United Country Real Estate

Auction Services

Aerial

Offering #1

22.601 +/- AC

United Country Real Estate

Auction Services

Aerial

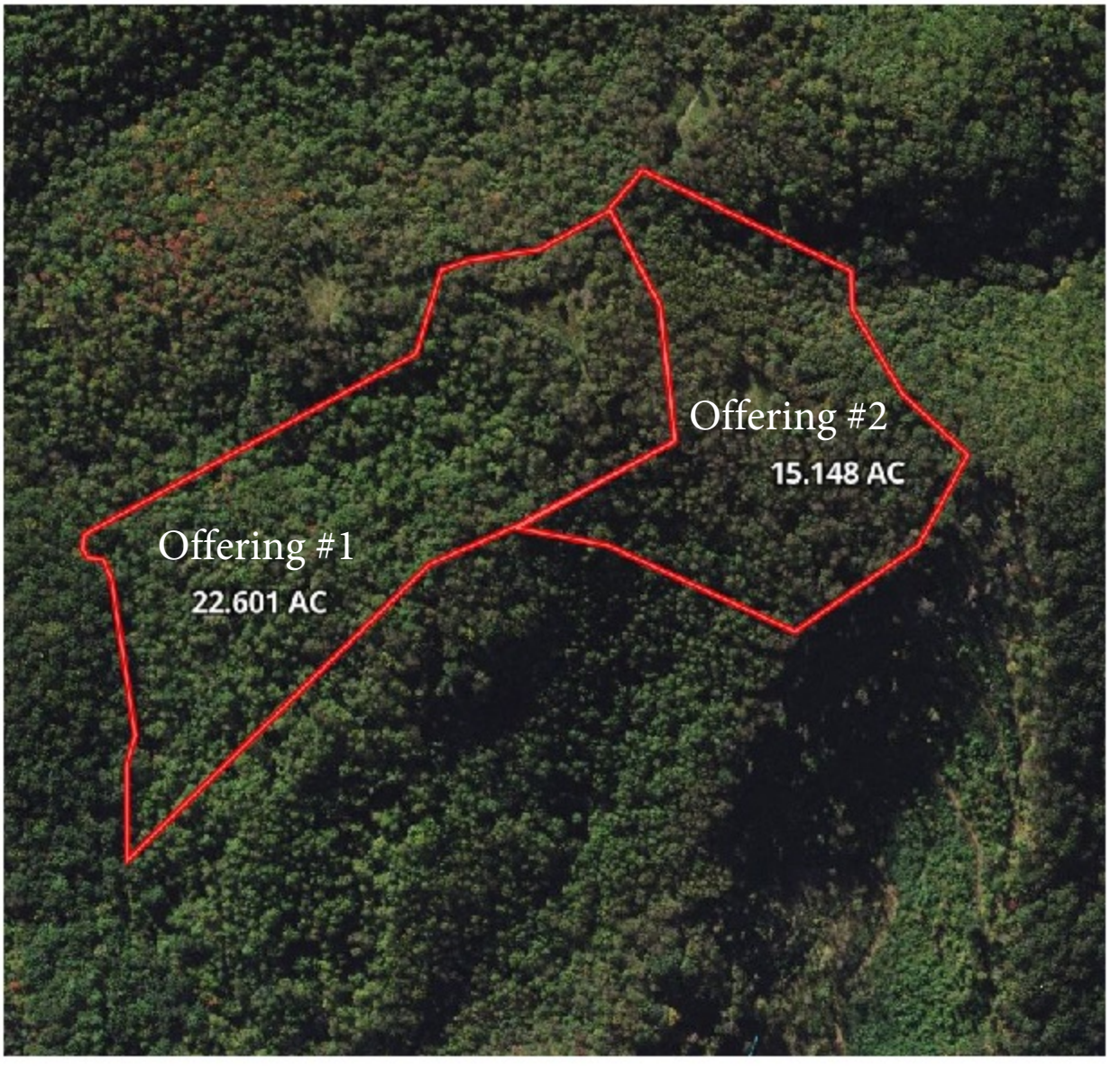
Offering #2

15.148 +/- AC

United Country Real Estate

Aerial

Auction Services



United Country Real Estate

Auction Services

3D Map

Offering #1

22.601 +/- AC

United Country Real Estate

Auction Services

3D Map

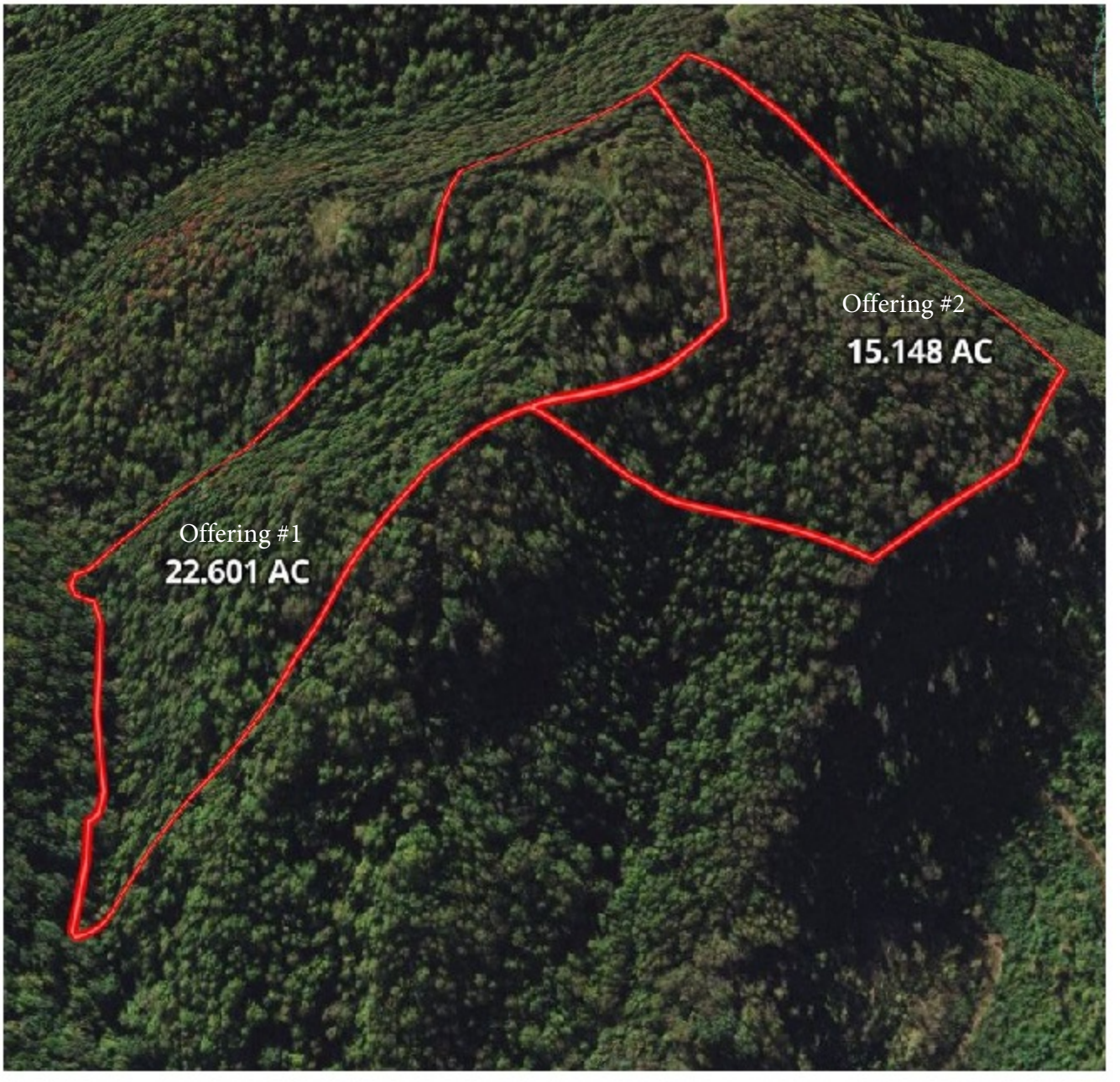
Offering #2

15.148 +/- AC

United Country Real Estate

Auction Services

3-D MAP



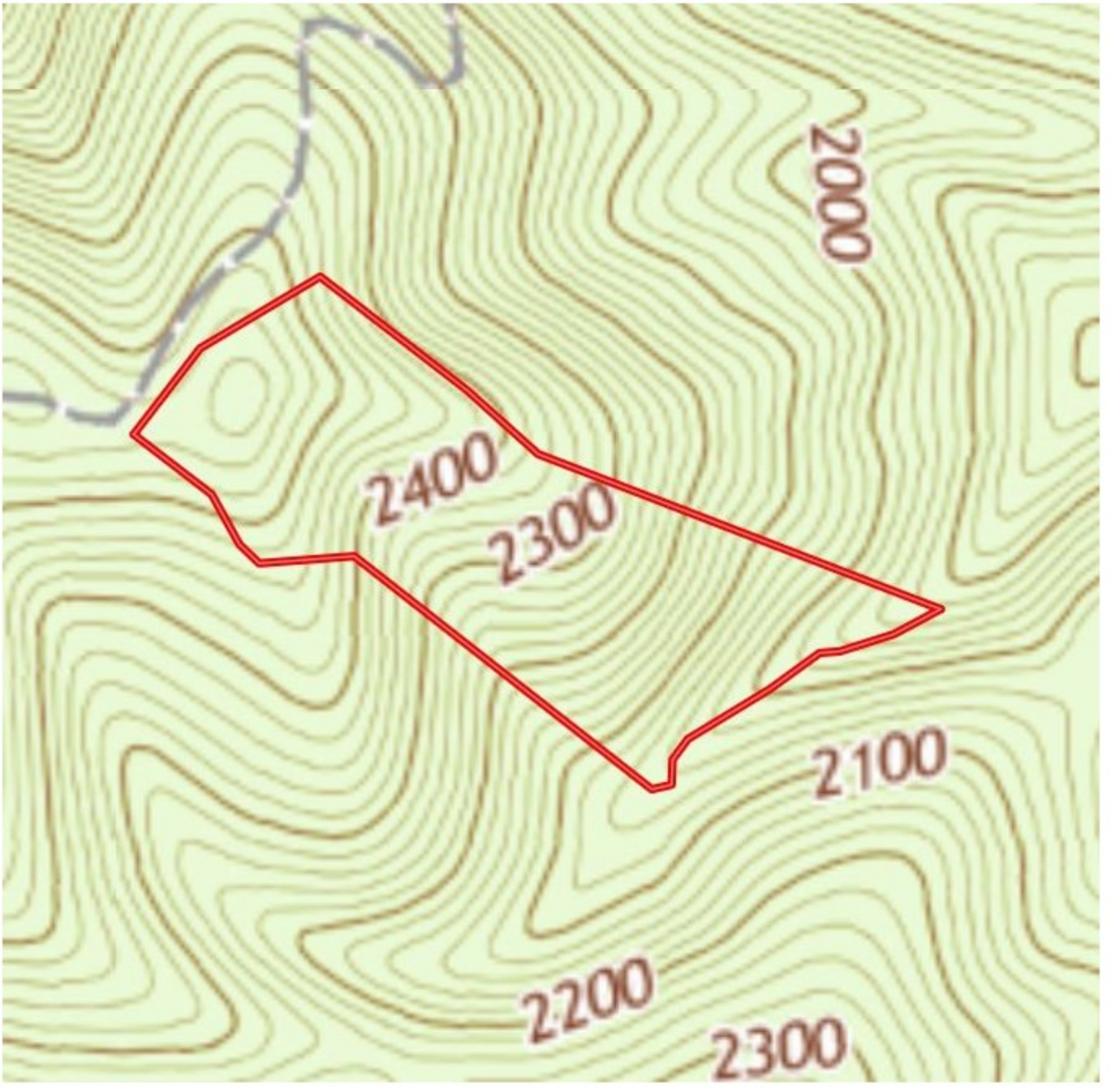
United Country Real Estate

Auction Services

Topo

Offering #1

22.601 +/- AC



United Country Real Estate

Auction Services

Topo

Offering #2

15.148 +/- AC

United Country Real Estate

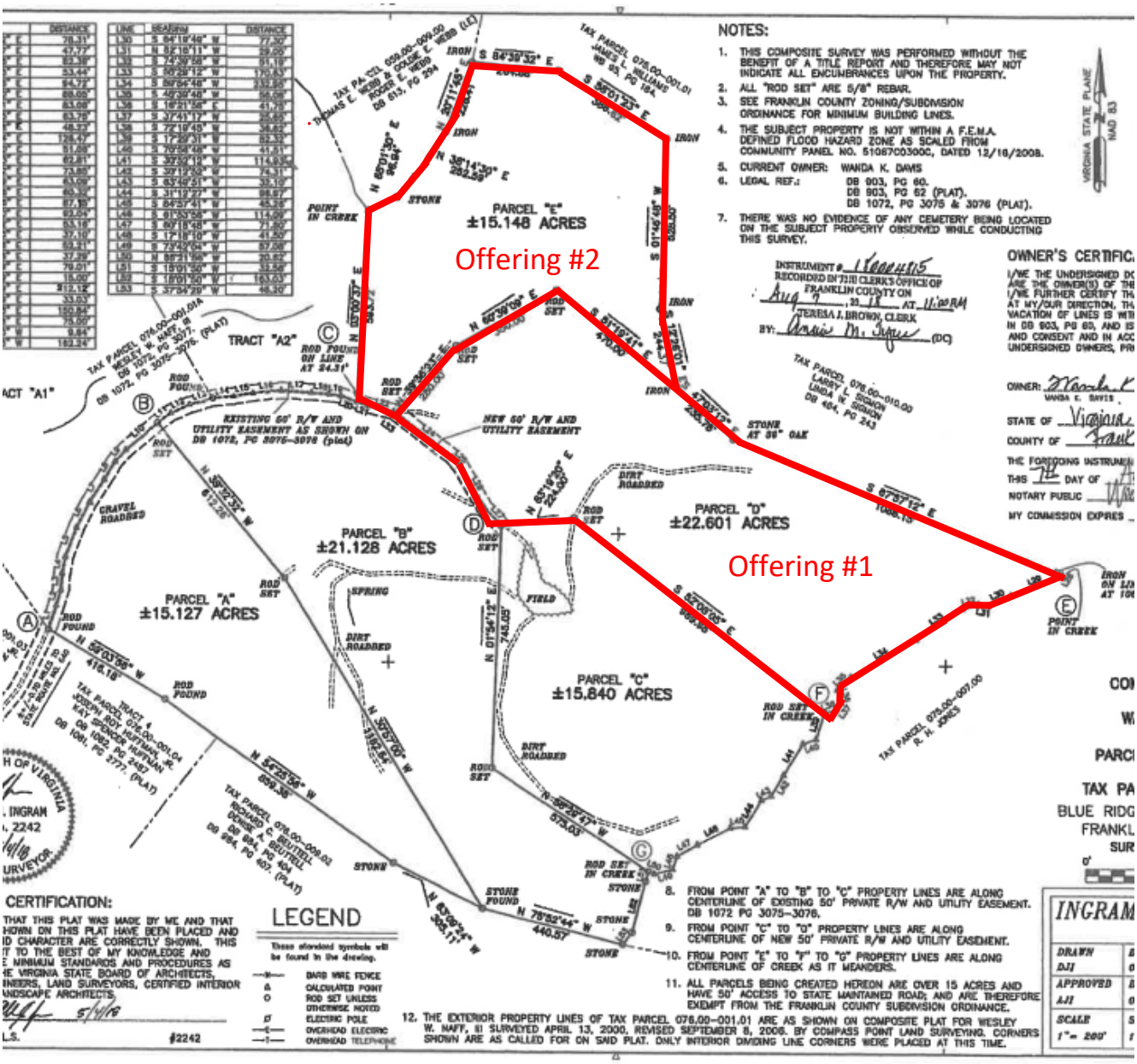
Topo

Auction Services

Survey

TBD Five Mile Mountain Rd.,

Callaway, VA 24067



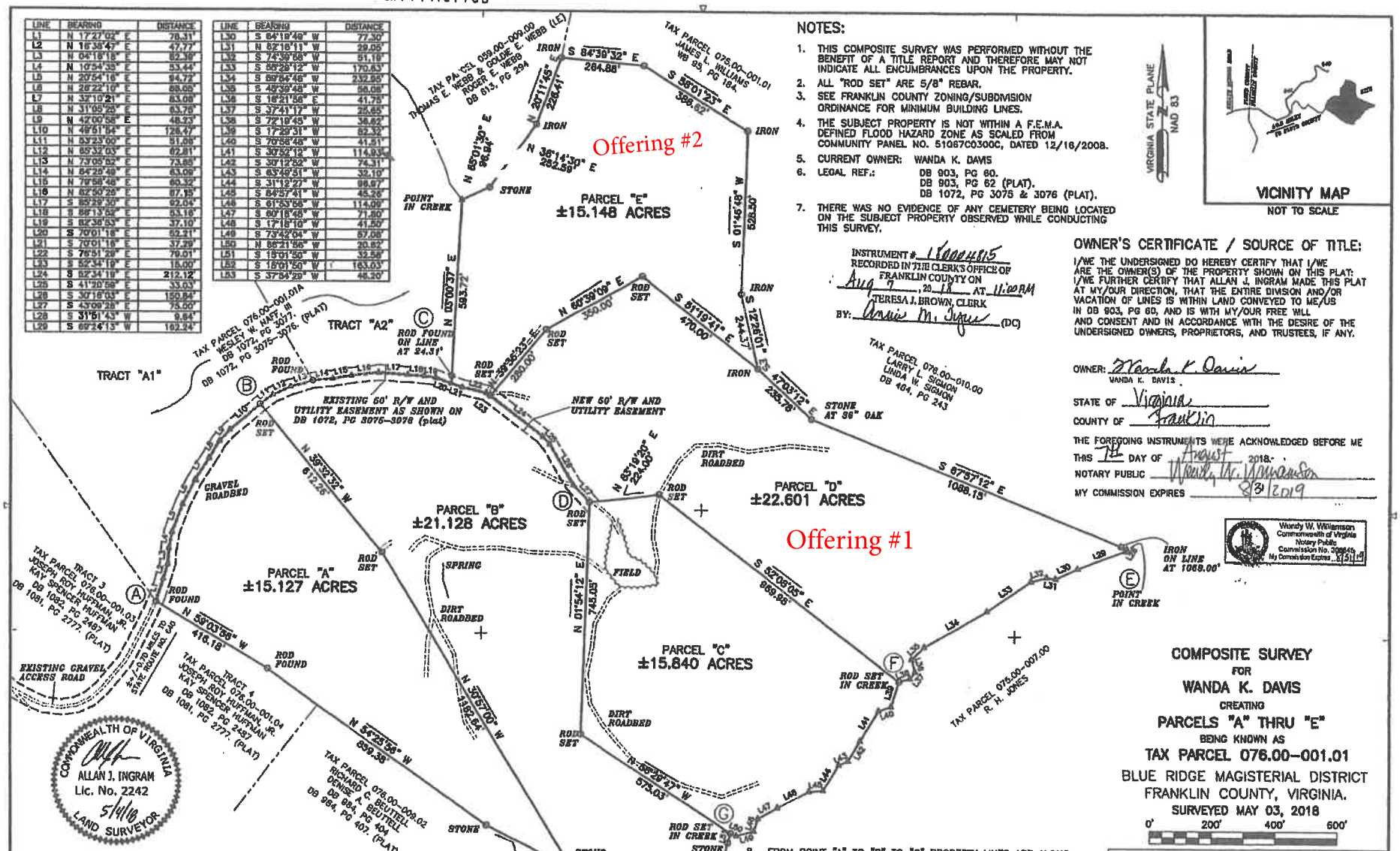
BK 1111 PG 1180

2018 AUG -7 AM 11:00

180004815

LINE	BEARING	DISTANCE
L1	N 17°27'02" E	78.31'
L2	N 16°38'47" E	47.77'
L3	N 04°18'18" E	82.39'
L4	N 10°54'35" E	53.44'
L5	N 20°54'16" E	94.72'
L6	N 26°22'10" E	88.05'
L7	N 32°10'21" E	83.08'
L8	N 31°05'25" E	63.75'
L9	N 42°00'58" E	48.23'
L10	N 49°51'54" E	128.47'
L11	N 53°23'00" E	51.09'
L12	N 65°32'03" E	62.81'
L13	N 73°05'52" E	73.85'
L14	N 84°26'49" E	83.09'
L15	N 79°58'46" E	60.32'
L16	N 82°50'25" E	87.15'
L17	S 85°29'30" E	92.04'
L18	S 88°13'52" E	53.18'
L19	S 82°38'53" E	37.10'
L20	S 70°01'18" E	52.21'
L21	S 70°01'18" E	37.29'
L22	S 76°51'29" E	79.01'
L23	S 82°34'19" E	15.00'
L24	S 82°34'19" E	212.12'
L25	S 41°20'59" E	33.03'
L26	S 30°18'03" E	150.84'
L27	S 43°09'28" E	75.00'
L28	S 31°51'43" W	9.64'
L29	S 69°24'13" W	162.24'

LINE	BEARING	DISTANCE
L30	S 84°19'49" W	77.30'
L31	N 82°16'11" W	29.05'
L32	S 74°39'58" W	51.19'
L33	S 88°29'12" W	170.83'
L34	S 89°54'46" W	232.95'
L35	S 49°39'48" W	56.05'
L36	S 18°21'56" E	41.78'
L37	S 37°41'17" W	25.65'
L38	S 72°19'43" W	36.62'
L39	S 17°29'31" W	62.32'
L40	S 70°56'46" W	41.51'
L41	S 30°52'12" W	114.93'
L42	S 30°12'52" W	74.31'
L43	S 63°49'51" W	32.10'
L44	S 31°12'27" W	98.87'
L45	S 84°57'41" W	45.26'
L46	S 61°53'56" W	114.09'
L47	S 60°18'48" W	71.80'
L48	S 17°18'10" W	41.50'
L49	S 73°42'04" W	57.08'
L50	N 88°21'56" W	20.82'
L51	S 18°01'50" W	32.58'
L52	S 18°01'50" W	163.03'
L53	S 37°54'29" W	48.20'



NOTES:

1. THIS COMPOSITE SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
2. ALL "ROD SET" ARE 5/8" REBAR.
3. SEE FRANKLIN COUNTY ZONING/SUBDIVISION ORDINANCE FOR MINIMUM BUILDING LINES.
4. THE SUBJECT PROPERTY IS NOT WITHIN A F.E.M.A. DEFINED FLOOD HAZARD ZONE AS SCALED FROM COMMUNITY PANEL NO. 51067C0300C, DATED 12/16/2008.
5. CURRENT OWNER: WANDA K. DAVIS
6. LEGAL REF.: DB 903, PG 60. DB 903, PG 62 (PLAT). DB 1072, PG 3075 & 3076 (PLAT).
7. THERE WAS NO EVIDENCE OF ANY CEMETERY BEING LOCATED ON THE SUBJECT PROPERTY OBSERVED WHILE CONDUCTING THIS SURVEY.

INSTRUMENT # 180004815
RECORDED IN THE CLERK'S OFFICE OF FRANKLIN COUNTY ON
Aug 7, 20 18 AT 11:00 AM
TERESA J. BROWN, CLERK
BY: Annie M. Sigler (DC)

OWNER'S CERTIFICATE / SOURCE OF TITLE:

I/WE THE UNDERSIGNED DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAT: I/WE FURTHER CERTIFY THAT ALLAN J. INGRAM MADE THIS PLAT AT MY/OUR DIRECTION, THAT THE ENTIRE DIVISION AND/OR VACATION OF LINES IS WITHIN LAND CONVEYED TO ME/US IN DB 903, PG 60, AND IS WITH MY/OUR FREE WILL AND CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER: Wanda K. Davis
WANDA K. DAVIS
STATE OF Virginia
COUNTY OF Franklin
THE FOREGOING INSTRUMENTS WERE ACKNOWLEDGED BEFORE ME
THIS 7th DAY OF August, 2018.
NOTARY PUBLIC Wendy W. Williamson
MY COMMISSION EXPIRES 8/31/2019

Wendy W. Williamson
Commonwealth of Virginia
Notary Public
Commission No. 308845
My Commission Expires 8/31/19

COMMONWEALTH OF VIRGINIA
ALLAN J. INGRAM
Lic. No. 2242
5/4/18
LAND SURVEYOR

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME AND THAT THE MONUMENTS SHOWN ON THIS PLAT HAVE BEEN PLACED AND THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN. THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES AS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS, AND LANDSCAPE ARCHITECTS.

5/4/18
ALLAN J. INGRAM, L.S. #2242

LEGEND

These standard symbols will be found in the drawing.

- BARB WIRE FENCE
- CALCULATED POINT
- ROD SET UNLESS OTHERWISE NOTED
- ELECTRIC POLE
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE

8. FROM POINT "A" TO "B" TO "C" PROPERTY LINES ARE ALONG CENTERLINE OF EXISTING 50' PRIVATE R/W AND UTILITY EASEMENT. DB 1072 PG 3075-3076.
9. FROM POINT "C" TO "D" PROPERTY LINES ARE ALONG CENTERLINE OF NEW 50' PRIVATE R/W AND UTILITY EASEMENT.
10. FROM POINT "E" TO "F" TO "G" PROPERTY LINES ARE ALONG CENTERLINE OF CREEK AS IT MEANDERS.
11. ALL PARCELS BEING CREATED HEREON ARE OVER 15 ACRES AND HAVE 50' ACCESS TO STATE MAINTAINED ROAD; AND ARE THEREFORE EXEMPT FROM THE FRANKLIN COUNTY SUBDIVISION ORDINANCE.
12. THE EXTERIOR PROPERTY LINES OF TAX PARCEL 076.00-001.01 ARE AS SHOWN ON COMPOSITE PLAT FOR WESLEY W. NAFF, III SURVEYED APRIL 13, 2000, REVISED SEPTEMBER 8, 2006. BY COMPASS POINT LAND SURVEYING. CORNERS SHOWN ARE AS CALLED FOR ON SAID PLAT. ONLY INTERIOR DIVIDING LINE CORNERS WERE PLACED AT THIS TIME.

COMPOSITE SURVEY
FOR
WANDA K. DAVIS
CREATING
PARCELS "A" THRU "E"
BEING KNOWN AS
TAX PARCEL 076.00-001.01
BLUE RIDGE MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA.
SURVEYED MAY 03, 2018

0' 200' 400' 600'

INGRAM LAND SERVICES INC.		
DRAWN DJI	DATE 05/04/18	2020 HENRY ROAD FERRUM, VA 24088
APPROVED AJI	DATE 05/04/18	PHONE: 540-365-2222
SCALE 1"= 200'	SHEET 1 OF 1	PROJECT NO. 18022

Franklin County, VA

Property Information

Disclaimer: While every effort has been made to ensure the accuracy of the information presented, Franklin County is not responsible for the accuracy of the content contained here in and will not be liable for its misuse or any decisions based on this report's contents.

Tax Map #:	0760000101D	**Card:**	1
911 Address:			
Owner:	DAVIS WANDA K		
Owner Address:	P O BOX 100 CALLAWAY VA 24067		

Consideration:	$216,500	**Sale Date:**	01/17/2007
Grantor:			

Deed Book/Page	**Plat Book/Page**	**Instrument**
903/60	1111/1180	0

Total Assess Valued	**Land Value**	**Improvement Value**	**Land Use Program Value**
$66,000	$66,000	$0	$0

Acreage:	22.601	**Zoning:**	NZ

Occupancy:	VACANT LAND	**Use Class:**	AGR/UNDDEV 20-99 ACR
Right of Way:	PUBLIC	**Surface:**	PAVED
Terrain:	ON GRADE	**Characteristic:**	ROLLING/SLOPING
Water:	NONE	**Sewer:**	NONE

Stories:	0	**Year Built:**	0	**Age:**	0		
Total Rooms:	0	**Bed Rooms:**	0	**Bath Rooms**	**Full:** 0	**Half:** 0	
Heat:		**Foundation:**		**Exterior Walls:**			
Gas:	NO	**Roof Type:**		**Interior Walls:**			
A/C:	NO	**Electric:**	NO	**Roofing:**		**Flooring:**	
Fireplaces:	0	**Flues:**	0	**Base Living Area:**	0	**Total Living Area:**	0
Finished Bsmt Sq Ft:	0						

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj.	Unit Total	Utility Value
OTHER	21.601	$2,500	P	0	$54,003	$0
H/S-C220	1	$15,000		-0.2	$12,000	$0

Improvement Description	Unit Length	Unit Width	Unit Condition	Unit Value
No Improvements				

Transfer History

Grantor	Grantee	Deed Ref	Instrument Type	Instrument Year	Instrument Num	Transfer Date	Consideration
No Transfer History							

Legal Description:

OFF RT 640-FIVE MILE MTN RD
PARCEL D

No Sketch Available

Franklin County, VA

Property Information

Disclaimer: While every effort has been made to ensure the accuracy of the information presented, Franklin County is not responsible for the accuracy of the content contained here in and will not be liable for its misuse or any decisions based on this report's contents.

Tax Map #:	0760000101E	**Card:**	1
911 Address:			
Owner:	DAVIS WANDA K		
Owner Address:	P O BOX 100 CALLAWAY VA 24067		

Consideration:	$216,500	**Sale Date:**	01/17/2007
Grantor:			

Deed Book/Page	**Plat Book/Page**	**Instrument**
903/60	1111/1180	0

Total Assess Valued	**Land Value**	**Improvement Value**	**Land Use Program Value**
$47,400	$47,400	$0	$0

Acreage:	15.148	**Zoning:**	NZ

Occupancy:	VACANT LAND	**Use Class:**	SINGLE FAMILY SUBURB
Right of Way:	PUBLIC	**Surface:**	PAVED
Terrain:	ON GRADE	**Characteristic:**	ROLLING/SLOPING
Water:	NONE	**Sewer:**	NONE

Stories:	0	**Year Built:**	0	**Age:**	0		
Total Rooms:	0	**Bed Rooms:**	0	**Bath Rooms**	**Full:** 0	**Half:** 0	
Heat:		**Foundation:**		**Exterior Walls:**			
Gas:	NO	**Roof Type:**		**Interior Walls:**			
A/C:	NO	**Electric:**	NO	**Roofing:**		**Flooring:**	
Fireplaces:	0	**Flues:**	0	**Base Living Area:**	0	**Total Living Area:**	0
Finished Bsmt Sq Ft:	0						

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj.	Unit Total	Utility Value
OTHER	14.148	$2,500	P	0	$35,370	$0
H/S-C220	1	$15,000		-0.2	$12,000	$0

Improvement Description	Unit Length	Unit Width	Unit Condition	Unit Value
No Improvements				

Transfer History

Grantor	Grantee	Deed Ref	Instrument Type	Instrument Year	Instrument Num	Transfer Date	Consideration
No Transfer History							

Legal Description:

OFF RT 640-FIVE MILE MTN RD
PARCEL E

No Sketch Available

Franklin County
A Natural Setting for Opportunity

COUNTY OF FRANKLIN
SUSAN J. WRAY, TREASURER
1255 Franklin Street, Suite 101
Rocky Mount, Virginia 24151
Phone: (540) 483-3078

TAX YEAR 2022 FIRST HALF

ACCOUNT NUMBER	MAP NUMBER
168452	076 00-001 01D

DUE DATE	PAY THIS AMOUNT
06/06/2022	$201.30

REAL ESTATE TAX STATEMENT

*001371/4 MULTI D-001371

DAVIS WANDA K
PO BOX 100
CALLAWAY VA 24067-0100

Jan 1 owner: DAVIS WANDA K

INSTRUCTIONS

Real Estate Tax

1. All taxes are due by the **DUE DATE** shown. **A PENALTY OF $10.00 OR 10%, WHICHEVER IS GREATER NOT TO EXCEED THE TAX AMOUNT**, will be charged on all taxes if not paid by the due date. Interest starts the first day of the following month.
2. The County Treasurer has no authority to make any assessments or adjustments. **If you feel there is an error in the assessments, please address your inquiry to the Commissioner of Revenue's Office. Phone number is (540) 483-3083 Option 3.**

CURRENT YEAR ASSESSMENT INFORMATION

Under the State Law ALL PAYMENTS shall be applied to the OLDEST TAX DUE

TAX RATE	LAND	LAND USE	VALUE BUILDINGS AND IMPROVEMENTS	TOTAL VALUE	DESCRIPTION	ACREAGE
0.61	66,000		0	66,000	OFF RT 640-FIVE MILE MTN RD, PARCEL D	22.601

TAX YEAR	TAX	RELIEF	PENALTY	INTEREST	FEES	CREDIT	TOTAL DUE
2022-1	201.30	0.00	0.00	0.00	0.00	0.00	201.30
2022-2 FUTURE	201.30	0.00	0.00	0.00	0.00	0.00	201.30

*** SEE THE BACK OF THIS NOTICE FOR PAYMENT OPTIONS AND ADDITIONAL INFORMATION**

Keep top stub for your tax records

Return this stub with payment

DAVIS WANDA K

COUNTY OF FRANKLIN - 2022 REAL ESTATE FIRST HALF

MAP NUMBER: 076 00-001 01D

TAX YEAR	TAX	RELIEF	PENALTY	INTEREST	FEES	CREDIT	TOTAL DUE
2022-1	201.30	0.00	0.00	0.00	0.00	0.00	201.30
2022-2*	201.30	0.00	0.00	0.00	0.00	0.00	201.30
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1090306

ACCOUNT NUMBER	TAX	RELIEF	PENALTY	INTEREST	FEES	CREDIT	PAY THIS AMOUNT
168452	201.30	0.00	0.00	0.00	0.00	0.00	$201.30

Real Estate Taxes are due by 06/06/2022

DAVIS WANDA K

Franklin County
A Natural Setting for Opportunity

COUNTY OF FRANKLIN
SUSAN J. WRAY, TREASURER
1255 Franklin Street, Suite 101
Rocky Mount, Virginia 24151
Phone: (540) 483-3078

TAX YEAR 2022 FIRST HALF

ACCOUNT NUMBER	MAP NUMBER
168453	076 00-001 01E

DUE DATE	PAY THIS AMOUNT
06/06/2022	$144.57

REAL ESTATE TAX STATEMENT

*001371/4 MULTI D-001371

DAVIS WANDA K
PO BOX 100
CALLAWAY VA 24067-0100

Jan 1 owner: DAVIS WANDA K

INSTRUCTIONS

Real Estate Tax

1. All taxes are due by the **DUE DATE** shown. **A PENALTY OF $10.00 OR 10%, WHICHEVER IS GREATER NOT TO EXCEED THE TAX AMOUNT**, will be charged on all taxes if not paid by the due date. Interest starts the first day of the following month.
2. The County Treasurer has no authority to make any assessments or adjustments. **If you feel there is an error in the assessments, please address your inquiry to the Commissioner of Revenue's Office. Phone number is (540) 483-3083 Option 3.**

CURRENT YEAR ASSESSMENT INFORMATION
Under the State Law ALL PAYMENTS shall be applied to the OLDEST TAX DUE

TAX RATE	LAND	LAND USE	VALUE BUILDINGS AND IMPROVEMENTS	TOTAL VALUE	DESCRIPTION	ACREAGE
0.61	47,400		0	47,400	OFF RT 640-FIVE MILE MTN RD, PARCEL E	15.148

TAX YEAR	TAX	RELIEF	PENALTY	INTEREST	FEES	CREDIT	TOTAL DUE
2022-1	144.57	0.00	0.00	0.00	0.00	0.00	144.57
2022-2 FUTURE	144.57	0.00	0.00	0.00	0.00	0.00	144.57

*** SEE THE BACK OF THIS NOTICE FOR PAYMENT OPTIONS AND ADDITIONAL INFORMATION**

Keep top stub for your tax records

Return this stub with payment

DAVIS WANDA K

COUNTY OF FRANKLIN - 2022 REAL ESTATE FIRST HALF

MAP NUMBER: 076 00-001 01E

TAX YEAR	TAX	RELIEF	PENALTY	INTEREST	FEES	CREDIT	TOTAL DUE
2022-1	144.57	0.00	0.00	0.00	0.00	0.00	144.57
2022-2*	144.57	0.00	0.00	0.00	0.00	0.00	144.57
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ACCOUNT NUMBER	TAX	RELIEF	PENALTY	INTEREST	FEES	CREDIT	PAY THIS AMOUNT
168453	144.57	0.00	0.00	0.00	0.00	0.00	$144.57

1090308

Real Estate Taxes are due by 06/06/2022

DAVIS WANDA K

2019 FEB 19 PM 3:31

190000932

BK 1118 PG 1865

PREPARED BY:
RETURN TO
Richard L. Derrico, VSB #33442
Copenhaver, Ellett & Derrico,
30 Franklin Rd, SW,
Suite 200, Roanoke, VA
Declarant's Address: P. O. Box 100, Callaway, VA 24067
Tax Map: 076.00-001.01

DECLARATIONS OF RESTRICTIONS, COVENANTS & CONDITIONS OF FIVE MILE MOUNTAIN TRACTS

THIS DECLARATION is made this 19th day of February, 2019, by **WANDA K. DAVIS**, hereinafter referred to as "Owner/Developer", recites and provides:

RECITALS

The Owner/Developer is the fee simple owner of certain real property located in Franklin County, Virginia, described as Parcels A, C & E only, of those certain tracts shown on a Plat of survey for Wanda K. Davis, creating Tracts A through E, Blue Ridge Magisterial District, Franklin County, Virginia, surveyed May 3, 2018, and recorded in Franklin County Circuit Court Clerk's Office on August 7, 2018 as Instrument in Plat Book 1111, at page 1180, and desires to develop thereon a residential community (the Community), together with a 50' width right of way for ingress and egress and for utilities thereon, as shown on the above described plat (all of this property being referred to, collectively, in this instrument as the "Property").

The Owner/Developer desires to provide for the preservation of the values of all the property including the amenities in the Community and for the maintenance of such easements and utilities, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the Restrictions) as hereinafter set forth for the benefit of the Property and each owner thereof.

The Owner/Developer desires that the Restrictions shall run with, burden, and bind the Property.

LAW OFFICES
COPENHAVER, ELLETT
& DERRICO
ROANOKE, VA

DECLARATION

NOW, THEREFORE, the Owner/Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the provisions of the Restrictions hereinafter set forth,

1. The tracts shall not be used for commercial purposes. Exterior construction must be completed and closed-in within one (1) year of the commencement of construction. Vinyl or metal siding may not be used on the exterior of dwellings or outbuildings, except that vinyl shake or stone style vinyl may be used. No residence shall have exposed concrete or cinderblock foundation which extends above finish grade. All foundations must be brick, stone, or decoratively finished masonry. No residence shall be permanently or temporarily occupied until the exterior has been completed and water and septic system is completed. During construction, tracts must be maintained in a reasonably neat, clean condition free of construction debris and trash, and contractors and subcontractors shall be required to provide adequate temporary portable toilets for their employees. Owners, contractors, and subcontractors shall be jointly and severally responsible and liable for any damage to Drive, and right of way to their property.

2. No residence shall be erected within fifty (50) feet of the Drive.

3. Only one (1) camper or motorhome per tract may be used on a seasonal basis for a period of three (3) months or less.

4. Each tract owner shall be responsible for all costs associated with the supply of water, sewer, and utility to the affected tract.

5. No building of a temporary nature shall be erected or placed on any of said tracts except those customarily erected in the connection with building operations and, even in such cases, no such temporary building shall remain in place more than twelve (12) months. This restriction shall not prohibit manufactured storage sheds and outbuildings.

6. Doublewide homes, house trailers, and mobile homes may not be parked on tracts for any purpose or for any period of time. Doublewide homes, house trailers, and mobile homes are **strictly prohibited** and shall not be allowed under any circumstances.

7. No dusk to dawn lights will be permitted. All exterior lighting shall be designed to minimize scatter and directed away from adjoining properties. Low voltage lighting may be used but outdoor fluorescent lighting will not be permitted. The primary consideration must be given to the impact of exterior light on adjoining property owners.

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& DERRICO
ROANOKE, VA

8. All fuel storage tanks shall be buried in the ground or placed so as not to be visible from Drive.

9. No trade materials or inventories shall be stored or placed so as to be visible from Drive.

10. No offensive activity shall be conducted on any tract, nor shall anything be done on any tract which may be or may become obnoxious, a nuisance or a health hazard. Horses, cattle, and other livestock may be kept on tracts but no commercial feedlot shall be operated on any tract. All fencing used to contain livestock must-be kept in a good state of repair. Every owner of any tract shall be jointly and severally liable for any damage done by any animal kept on any tract by any owner.

11. Owner-developer reserves unto itself and its successors and assigns, and to any lot owner, the right to install and maintain underground telephone lines, electrical cables, cable television systems, conduits, equipment, above ground junction boxes, and all other utilities in the right-of-way and Drive, and on or under a strip of land twenty (20) feet wide at any point along the right-of-way abutting said tracts.

12. All additional electric, telephone, cable TV or other utility lines shall be installed below ground. No additional overhead utility lines shall be permitted for any purpose.

13. To protect the natural setting and provide private building sites, no trees may be cut on any tract within (50) feet of the edge of Drive right-of-way except for the following reasons: The construction of driveways and utilities, to remove damaged or fallen trees, to remove dead or diseased trees, to remove invasive species, to selectively thin the forest to promote the growth of remaining specimen trees, or to selectively trim and remove trees to open views. Under no circumstances shall commercial timber harvests, clear cutting, or extensive tree removal be permitted within (50) feet of the edge of the Drive right-of-way.

14. No cell or transmitting towers of any kind, for any reason, may be erected or installed on any tract, other than what is customary for private residential use, such as satellite dishes, solar panels, and windmills.

15. The 50' width road right-of-way easement described in said plat above, shall be set out and maintained as follows:

(a) The aforesaid private road constitutes the main access to and from any tracts or property to the state-maintained road.

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& DERRICO
ROANOKE, VA

(b) All tract or property owners acknowledge that an easement for ingress and egress over said private road has been mutually reserved.

(c) Each tract or property owner along said private road shall have unobstructed right of ingress and egress over said private road to and from their respective Tracts or property.

(d) All tract or property owners agree that it is in the best interest that said private road shall be maintained in good and passable condition as a gravel/dirt drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. An annual fee of $500.00 (per owner of each tract or property, or group of tract or property, served by the road including each individual tract or property, or group of tract of property, into which the existing property may ultimately be subdivided) for the first year payable at closing to Wanda K. Davis, as escrow agent, or her successor, as elected by a majority of the tract or property, or group of tract or property owners, with each owner having one vote per tract or property, or group of tract or property owned, and $500.00 for each year thereafter will be collected from each tract or property, or group of tract or property owner, once a year to provide for private maintenance. In the event additional money is needed to maintain or improve the private road, a majority vote of all the tract or property, or group of tract of property, owners who use the road must agree in writing of any additional assessment over the $500.00 annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the substantially prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

(e) No gates shall be erected that would block the private road.

(f) The tract or property owners subject to this agreement will elect a custodian to collect and disburse monies from the road maintenance fee account. The custodian of the funds shall be responsible for using the fees collected from the tract or property owners to assure that the road is maintained in the condition required by this Declaration. The custodian will be a property owner subject to this agreement. Each property owner shall **have one (1) vote for each tract or property, or group of tract or property owned. Upon** election of the custodian, the funds collected from closings by the escrow agent will be disbursed to the custodian for deposit into the road maintenance fee account.

16. In the event, of violation or breach of any of the restrictions, covenants and conditions herein by any owner, or agent of such owner, owner-developer, the owners of tracts, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any terms herein in any event. The failure to enforce any rights, reservations, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

LAW OFFICES
COPENHAVER, ELLETT
& DERRICO
ROANOKE, VA

17. The non-prevailing party in any litigation involving the validity or the enforcement of the terms of these Restrictions, Covenants and Conditions shall pay the reasonable attorney fees and costs incurred by the prevailing party.

18. Invalidation of any of these Restrictions, Covenants and Conditions by judgement or court order shall in no way affect any of the other provisions hereof, which provisions shall remain in full force and effect.

19. Any changes to these Restrictions, Covenants, and Conditions must be made by mutual agreement among all the owners of the Tracts.

WITNESS the following signature this 19th day of February, 2019.

Wanda K Davis
WANDA K. DAVIS

COMMONWEALTH OF VIRGINIA
CITY/~~COUNTY~~ OF Roanoke, to-wit:

I, Jeanette L. Burrows-Holt a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Wanda K. Davis, having been duly sworn, affirmed the foregoing Declaration to me in my jurisdiction aforesaid.

GIVEN under my hand this 19th day of February, 2019.

Jeanette L. Burrows-Holt
Notary Public

My commission expires: Feb. 28, 2022

JEANETTE L. BURROWS-HOLT
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #226276
My Commission Expires Feb. 28, 2022

LAW OFFICES
COPENHAVER, ELLETT
& DERRICO
ROANOKE, VA

INSTRUMENT 190000932
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY CIRCUIT ON
FEBRUARY 19, 2019 AT 03:31 PM
TERESA J. BROWN, CLERK
RECORDED BY: SMP

BK1185PG2997

AMENDED DECLARATIONS
OF
RESTRICTIONS, COVENANTS & CONDITIONS
OF
FIVE MILE MOUNTAIN TRACTS

#220004714

This amended declaration dated February 16, 2022, by WANDA K. DAVIS and ERIN G. WEST (the owners of Parcels "A" through "E") amends the declarations dated February 19, 2019, recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1118, page 1865, which apply to the property as shown on the plat of survey made by Allan J. Ingram, LS, dated May 4, 2018, recorded in the above Clerk's Office in Deed Book 1111, page 1180.

1. The restrictions contained in paragraphs 1 through 14 will not apply to Parcel "A".

2. The restrictions contained in paragraphs 1 through 14 will not apply to Parcel "B" as long as the parcel is owned by Erin G. West according to the provisions of her deed dated February 18, 2019, recorded in the above Clerk's Office in Deed Book 1118, page 1870.

3. The restrictions contained in paragraphs 1 through 14 will apply to Parcel "C", Parcel "D", and Parcel "E".

4. The provisions relating to the private road and easement contained in paragraph 15 will apply to Parcel "A", Parcel "B", Parcel "C", Parcel "D", and Parcel "E".

5. The provisions relating to enforcement contained in paragraph 16 will apply to Parcel "A", Parcel "B", Parcel "C", Parcel "D", and Parcel "E".

6. In all other respects, the declarations dated February 19, 2019, recorded in the above Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1118, page 1865, will remain in full force and effect.

WITNESS the following signature and seal:

Wanda K. Davis (Seal)
Wanda K. Davis

(Seal)
Erin G. West

STATE OF Virginia
~~CITY~~/COUNTY of Franklin, to-wit:

The foregoing instrument was acknowledged before me this 22 day of February, 2022, by Wanda K. Davis.

My commission expires: 9/30/2023

Shelly Prillaman Beckner
Notary Public

SHELLY PRILLAMAN BECKNER
NOTARY PUBLIC
REG. #274474
MY COMMISSION EXPIRES 9/30/2023
COMMONWEALTH OF VIRGINIA

STATE OF Virginia
~~CITY~~/COUNTY of Franklin, to-wit:

The foregoing instrument was acknowledged before me this 22 day of February, 2022, by Erin G. West.

My commission expires: 9/30/2023

Shelly Prillaman Beckner
Notary Public

SHELLY PRILLAMAN BECKNER
NOTARY PUBLIC
REG. #274474
MY COMMISSION EXPIRES 9/30/2023
COMMONWEALTH OF VIRGINIA

INSTRUMENT 220004[illegible]
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY CIRCUIT ON
JUNE 16, 2022 AT 12:52 PM
TERESA J. BROWN, CLERK
RECORDED BY: BMP

07 JAN 18 AM 10:51

070000519

Grantor: **Wesley W. Naff, III**
Grantee: **Wanda K. Davis**
Consideration: **$216,500.00**
Grantee Address: **P. O. Box 37, Redwood, VA 24146**
Tax Parcel: **Portion of #76.-1**

THIS DEED, made and entered into the 17th January, 2007, by and between **WESLEY W. NAFF, III**, hereinafter referred to as Grantor and party of the first part, and **WANDA K. DAVIS**, unmarried, hereinafter referred to as Grantee and party of the second part.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby bargain, sell, grant, deed, and convey, with **GENERAL WARRANTY** and **MODERN ENGLISH COVENANTS OF TITLE**, unto the said Grantee, party of the second part, all that certain tract or parcel of land, lying and being situate in Franklin County, Virginia, and being more particularly described as follows, to-wit:

> All that certain tract or parcel of land, with all the appurtenances thereunto belonging, lying and being in the Blackwater Magisterial District of Franklin County, Virginia, and **CONTAINING 108.384 ACRES**, more or less, according to a Composite Plat dated September 8, 2006, prepared by Ronald E. Yount, Land Surveyor for Compass Point Land Surveying, Inc., for Wesley W. Naff, III, Job No. 69-06C, which plat is recorded herewith and reference to which being hereby made for a more complete and particular description of the property being conveyed hereby; and
>
> **TOGETHER WITH** a non-exclusive easement for ingress and egress fifty (50) feet in width over and across the existing entrance road, which easement provides access to Route 640 (Five Mile Mountain Road); and
>
> **TOGETHER WITH** an easement for the installation and maintenance of public and private utilities within the 50 foot access easement as conveyed herein; and

THIS DOCUMENT PREPARED BY
FURROW & DUDLEY, P.C.
Rocky Mount, Virginia

BEING a portion of the property conveyed unto Wesley W. Naff, III, from Turman Lumber Company, Inc. by deed dated April 7, 2006, of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 881, Page 2652.

The grantee herein joins in this Deed for the purpose of agreeing to pay her prorata share for the maintenance and upkeep of the 50 foot access easement as conveyed hereby.

THIS DEED WAS PREPARED WITHOUT BENEFIT OF AN EXAMINATION OF THE TITLE TO THE PROPERTY BEING CONVEYED HEREBY.

This conveyance is made subject, however, to all easements, conditions, restrictions, and reservations appearing of record which now affect said property.

TO HAVE AND TO HOLD unto the said Grantee, her heirs and assigns forever in fee simple.

WITNESS the following signatures and seals:

Wesley W. Naff III (SEAL)
WESLEY W. NAFF, III, Grantor

Wanda K. Davis (SEAL)
WANDA K. DAVIS, Grantee

COMMONWEALTH OF VIRGINIA)
) to-wit
COUNTY OF FRANKLIN)

I, Patricia B. Bowman, a Notary Public of and for the County of Franklin, in the State of Virginia, hereby certify that Wesley W. Naff, III, as Grantor, and Wanda K. Davis, as Grantee, whose names are signed to the foregoing deed have this day personally appeared before me in my State and County aforesaid and acknowledged the same.

My commission expires: January 31, 2007

Given under my hand and seal this the 17th day of January, 2007.

Patricia B. Bowman
NOTARY PUBLIC

THIS DOCUMENT PREPARED BY
FURROW & DUDLEY P.C.
Rocky Mount, Virginia

patty\DEED\DAVIS.NAFF.wpd

INSTRUMENT # 070000249
RECORDED IN THE CLERK'S OFFICE OF FRANKLIN COUNTY ON
Jan 18, 20 07 AT 10:51AM
$ 216.50 GRANTOR TAX WAS PAID AS REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $ 108.25 LOCAL: $ 108.25
ALICE S. HALL, CLERK
BY: _____ (DC)

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **August 18, 2022**, between Wanda K Davis, 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 Franklin, Virginia, and described as:

   Offering #1 - Map# 076-00-001 01D; Consisting of 22.601 acres
   Offering #2 – Map# 076-00-001 01E; Consisting of 15.148 acres

   More Commonly Known As: TBD Five Mile Mountain Rd, Callaway, VA 24067

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 per offering** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

4. **Settlement Agent and Possession.** Settlement shall be made at _____ _____ on or before **October 3, 2022** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. **Required Disclosures.**

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

   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 not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is <u>not</u> a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall

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

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

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

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

NOTICE

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

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

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

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

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

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

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

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

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

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is

not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

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

_____ 08/18/2022
Wanda K Davis (Seller)

_____
Purchaser Name

_____
Address

_____
Phone # Email

_____ 08/18/2022
(Purchaser signature)

_____
Purchaser Name

_____
Address

_____
Phone # Email

_____ 08/18/2022
(Purchaser signature)