



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 – Nancy B. Denny

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

AUCTION DATE – Thursday, October 26th, 2023 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 6.015 ac

Offering #2: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 5.44 ac

Offering #3: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 17.727 ac

Offering #4: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 17.614 ac

More Commonly Known As: TBD Laurel Ridge Mill Rd., Riner, VA 24149

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 26th, 2023 at 3 PM (EST)**

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

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

Online Auction Terms & Conditions

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

- 8) **Earnest Money Deposit:** A \$10,000 per tract, non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, December 11th, 2023**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the

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

- 18) **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 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 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

Aerial



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

Contour



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

Topo



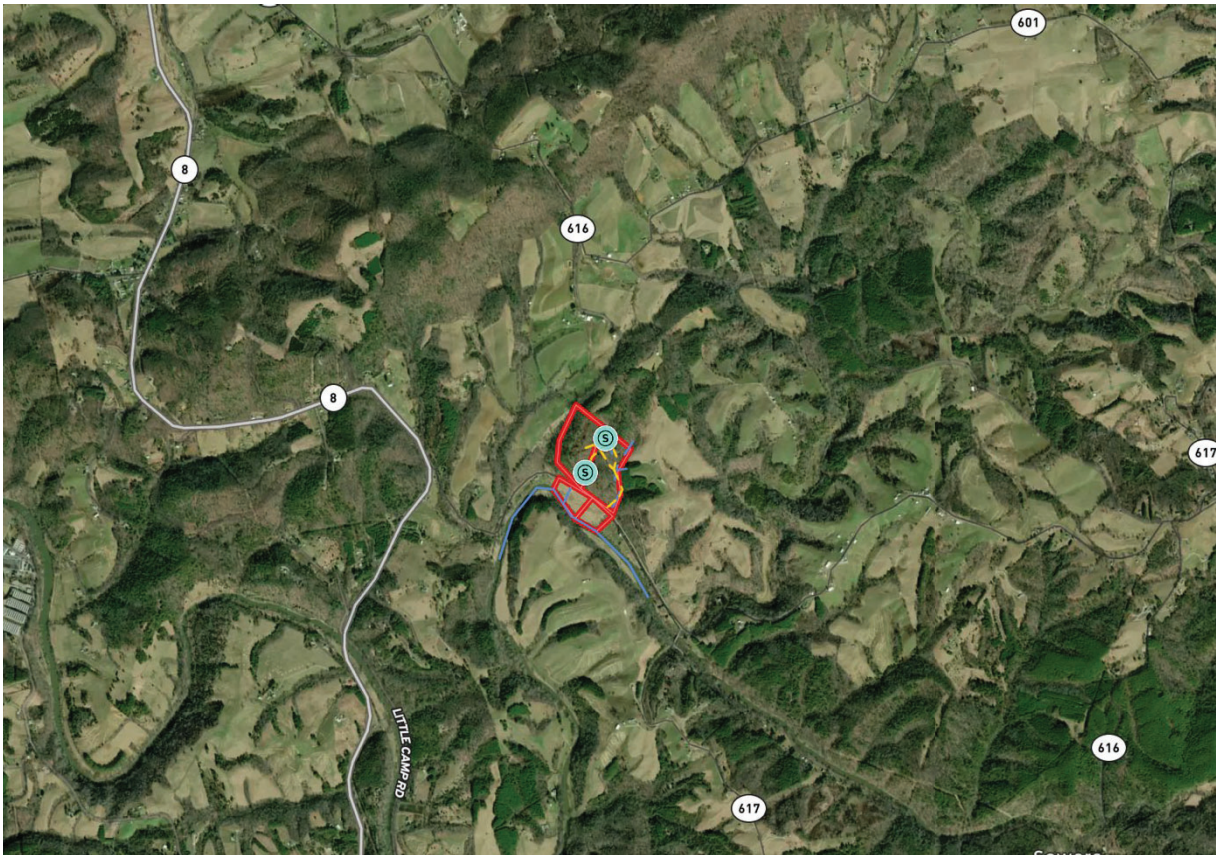
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

TBD Laurel Ridge Mill Rd.,

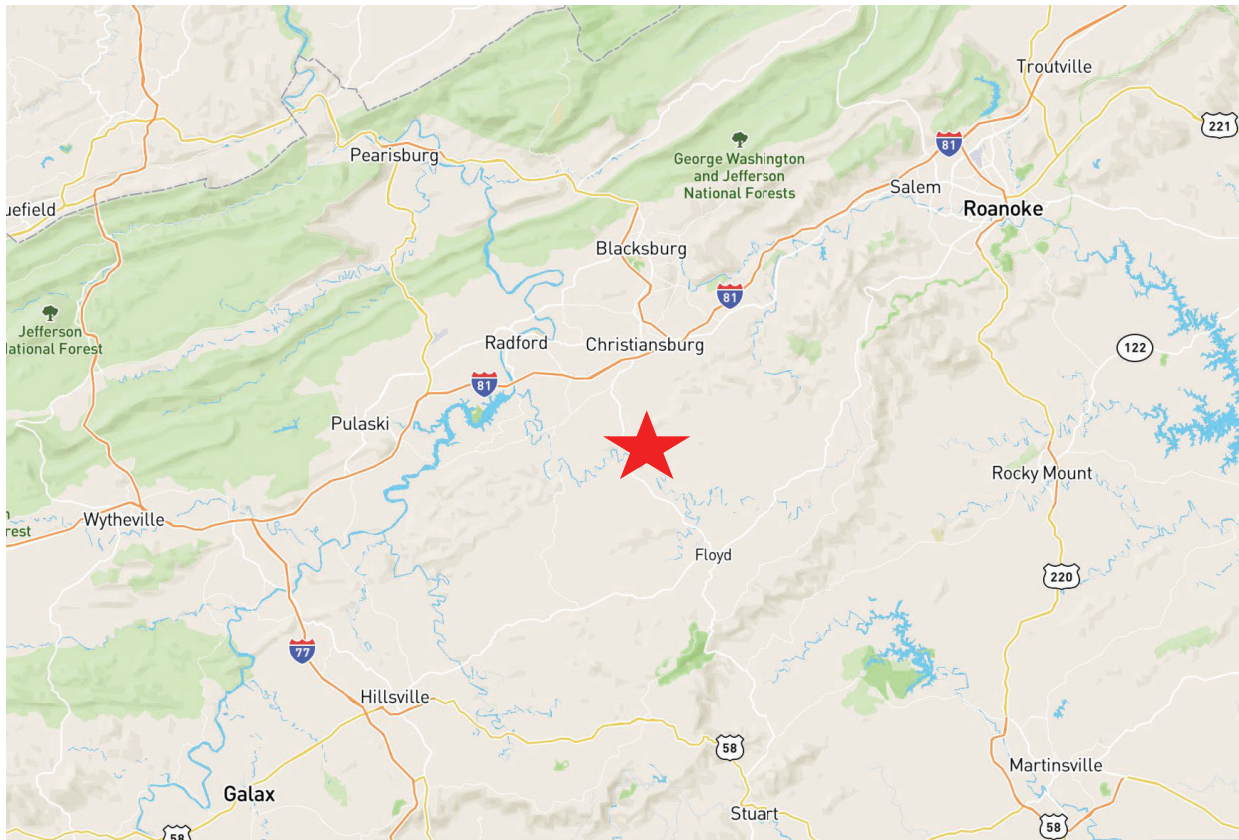
Riner, VA 24149





Location

TBD Laurel Ridge Mill Rd.,
Riner, VA 24149



VDH APPROVAL STATEMENT:

THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL ONSITE SEWAGE SYSTEMS IN ACCORDANCE WITH THE PROVISIONS OF THE CODE OF VIRGINIA, AND THE SEWAGE HANDLING AND DISPOSAL REGULATIONS (12 VAC 5-610-10 ET SEQ., THE "REGULATIONS"), (AND LOCAL ORDINANCES IF THE LOCALITY HAS AUTHORIZED THE LOCAL HEALTH DEPARTMENT TO ACCEPT PRIVATE EVALUATIONS FOR COMPLIANCE WITH LOCAL ORDINANCES).

THIS SUBDIVISION WAS SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW PURSUANT TO 32.1-163.5 OF THE CODE OF VIRGINIA WHICH REQUIRES THE HEALTH DEPARTMENT TO ACCEPT PRIVATE SOIL EVALUATIONS AND DESIGNS FROM AN AUTHORIZED ONSITE SOIL EVALUATOR (AOSE) OR A PROFESSIONAL ENGINEER WORKING IN CONSULTATION WITH AN AOSE FOR RESIDENTIAL DEVELOPMENT. THE DEPARTMENT IS NOT REQUIRED TO PERFORM A FIELD CHECK OF SUCH EVALUATIONS. THIS SUBDIVISION WAS CERTIFIED AS BEING IN COMPLIANCE WITH THE BOARD OF HEALTH'S REGULATIONS BY: AOSE # _____, PHONE () _____ THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION.

PURSUANT TO 360 OF THE REGULATIONS, THIS APPROVAL IS NOT AN ASSURANCE THAT SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMITS WILL BE ISSUED FOR ANY LOT IN THE SUBDIVISION UNLESS THAT LOT IS SPECIFICALLY IDENTIFIED AS HAVING AN APPROVED SITE FOR AN ONSITE SEWAGE DISPOSAL SYSTEM, AND UNLESS ALL CONDITIONS AND CIRCUMSTANCES ARE PRESENT AT THE TIME OF APPLICATION FOR A PERMIT AS ARE PRESENT AT THE TIME OF THIS APPROVAL. THIS SUBDIVISION MAY CONTAIN LOTS THAT DO NOT HAVE APPROVED SITES FOR ONSITE SEWAGE SYSTEMS.

THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THE CERTIFICATION THAT APPROVED LOTS ARE SUITABLE FOR "TRADITIONAL SYSTEMS" OR "ALTERNATIVE SYSTEMS"; HOWEVER, ACTUAL SYSTEM DESIGNS MAY BE DIFFERENT AT THE TIME CONSTRUCTION PERMITS ARE ISSUED.

VIRGINIA DEPARTMENT OF HEALTH OFFICIAL DATE

The Minor Subdivision plat does not require submittal of a stormwater management plan or conceptual stormwater management plan at this time. Any future land disturbance proposal on a parcel will be evaluated at that time for permitting.

BEFORE MINOR SUBDIVISION
TAX SECTION 139-(A), PARCEL 5 47.6715 AC.

AFTER MINOR SUBDIVISION
TRACT 1 6.015 AC.
TRACT 2 5.4395 AC.
TRACT 3 17.727 AC.
TRACT 4 17.614 AC.
AREA DEDICATED TO THE COMMONWEALTH OF VIRGINIA FOR FUTURE WIDENING 0.8495 AC.

NOTES:

- THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- THIS PLAT IS A "MINOR SUBDIVISION".
- SUBJECT PROPERTY AS SHOWN IS MONTGOMERY COUNTY TAX SECTION 139-(A), PARCEL 5. PARCEL I.D. 001655.
- SUBJECT PROPERTY AS SHOWN DOES 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 #51121C0245D, ZONE X, DATED: 1-6-2012) AND HAS NOT BEEN FIELD VERIFIED.
- ZONED A-1 AGRICULTURAL. SETBACKS: FRONT AND REAR = 40' AND SIDE = 15'.
- OWNER ADDRESS: NANCY B. DENNY
1614 RUSTIC RIDGE ROAD
RIVER VA 24149
- THERE ARE NO VISIBLE GRAVES, OBJECTS OR STRUCTURES MARKING A PLACE OF HUMAN BURIAL.

SOURCE OF TITLE:

PLAT SHOWING "47.6715 AC. TOTAL" IS ALL OF THAT PROPERTY ACQUIRED BY NANCY B. DENNEY AS DESCRIBED IN WILL BOOK 46, PAGE 45, ARTICLE SEVEN, F.I., ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO WILL IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

PRIVATE ACCESS EASEMENT NOTE:

The proposed private access easement shown hereon is not built according to street specifications of and will not be maintained by, the Virginia Department of Transportation or Montgomery County. The improvement and maintenance of said access easement shall be the sole responsibility of the owners of lots, which are provided with access via the access easement. Said access easement is not eligible for maintenance or improvements with rural addition funds or any other funds allocated by either the General Assembly of Virginia or the Commonwealth Transportation Board. Moreover, the cost of bringing said access easement to acceptable standards shall not be borne by Montgomery County.

APPROVING AGENCY:

UNDER THE AUTHORITY OF MONTGOMERY COUNTY SUBDIVISION AND ZONING ORDINANCES THIS SUBDIVISION IS HEREBY APPROVED FOR RECORDATION. THIS PLAT OF "MINOR SUBDIVISION" IS APPROVED BY MONTGOMERY COUNTY, VIRGINIA UNDER AUTHORITY OF SECTION 9-137 OF THE MONTGOMERY COUNTY CODE.

AGENT, PLANNING DEPARTMENT DATE

VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, DAY OF _____, 2023. THE FOREGOING INSTRUMENT WAS THIS DAY PRESENTED IN SAID OFFICE AND WITH THE CERTIFICATE ANNEXED ADMITTED TO RECORD AT _____ O'CLOCK _____ M.

TESTEE: TIFFANY M. COUCH, CLERK

BY: _____ D.C. Iron Set on Top of Bank 15' from Centerline of Route #601

TAX SECTION 139-(A), PARCEL 5 47.6715 AC.

PARCEL ID 001655

A PORTION OF PARCEL ID 001655

TAX SECTION 139-(A), PARCEL 5

(SEE JOB 1604 BY AUSTIN L. PHILLIPS, L.S., FOR JAMES & NANCY DENNEY, DATED: JUNE 29, 2004

17.727 AC.

A PORTION OF PARCEL ID 001655

TAX SECTION 139-(A), PARCEL 5

(SEE JOB 1604 BY AUSTIN L. PHILLIPS, L.S., FOR JAMES & NANCY DENNEY, DATED: JUNE 29, 2004

17.614 AC.

A PORTION OF PARCEL ID 001655

TAX SECTION 139-(A), PARCEL 5

(SEE JOB 1604 BY AUSTIN L. PHILLIPS, L.S., FOR JAMES & NANCY DENNEY, DATED: JUNE 29, 2004

6.015 AC.

A PORTION OF PARCEL ID 001655

TAX SECTION 139-(A), PARCEL 5

(SEE JOB 1604 BY AUSTIN L. PHILLIPS, L.S., FOR JAMES & NANCY DENNEY, DATED: JUNE 29, 2004

5.4395 AC.

A PORTION OF PARCEL ID 001655

TAX SECTION 139-(A), PARCEL 5

(SEE JOB 1604 BY AUSTIN L. PHILLIPS, L.S., FOR JAMES & NANCY DENNEY, DATED: JUNE 29, 2004

NOTARY'S STATEMENT:

STATE OF _____, to wit:

I, _____, a NOTARY PUBLIC OF AND FOR THE FOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT NANCY B. DENNEY, DID APPEAR BEFORE ME THIS _____ DAY OF _____, 2023, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF AND THEY HAVE SUBDIVIDED THIS PROPERTY WITH THEIR OWN FREE WILL AND CONSENT.

NANCY B. DENNEY DATE

CONFORMING STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF AND THEY HAVE SUBDIVIDED THIS PROPERTY WITH THEIR OWN FREE WILL AND CONSENT.

NANCY B. DENNEY DATE

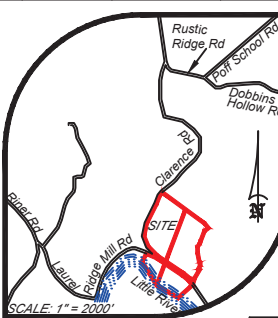
CONFORMING STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF AND THEY HAVE SUBDIVIDED THIS PROPERTY WITH THEIR OWN FREE WILL AND CONSENT.

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

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
CA	396.78'	54.53'	54.48'	N 40°52'11" W	7°52'25"	27.31'
CB	305.40'	153.59'	151.98'	N 30°23'56" W	28°48'55"	78.46'
CC	213.17'	125.50'	123.69'	S 00°52'29" W	33°43'53"	64.63'
CD	572.00'	121.60'	121.38'	N 23°49'52" E	12°10'51"	61.03'
CE	746.00'	97.66'	97.59'	S 26°10'15" W	7°30'02"	48.90'
CF	147.00'	73.05'	72.30'	N 36°39'27" E	28°28'26"	37.30'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C8	445.78'	127.25'	126.82'	S 43°18'14" E	16°21'22"	64.06'
C13	475.78'	135.82'	135.36'	S 43°18'14" E	16°21'22"	68.37'



LINE	BEARING	DISTANCE
1-2	N 64°29'49" W	146.81'
2-3	N 61°14'03" W	100.53'
3-4	N 56°19'34" W	66.93'
4-5	N 51°42'55" W	149.71'
5-6	N 52°23'10" W	30.04'
6-7	N 55°25'35" W	265.13'
7-8	N 51°28'55" W	257.96'
8-9	CURVE 8	
9-10	N 56°07'33" W	71.78'
10-11	N 31°15'14" W	29.72'
12		
12-13	S 35°07'33" E	65.91'
13-14	CURVE 13	
14-15	S 51°28'55" W	259.68'
15-16	N 55°25'35" W	265.52'
16-17	N 52°23'10" W	31.05'
17-18	S 51°42'55" W	138.26'
18-19	S 56°19'34" W	68.79'
19-20	S 36°55'57" E	97.88'

PERPETUAL NON-EXCLUSIVE RIW & EASEMENT FOR INGRESS & EGRESS & ALL OTHER LAWFUL PURPOSES ALONG GRAVEL ROAD FROM ROUTE #602 D.B. 677, PG. 725 & PLAT RECORDED IN D.B. 677, PG. 728

LINE BEARING DISTANCE

21-22 S 76°12'10" W 121.82'

22-23 S 37°48'10" W 171.79'

PARCEL ID 008888

TAX SECTION 139-(A), PARCEL 19

PROPERTY OF

FRANCES B. ALTIZER

JEFFREY SCOTT ALTIZER

DEED INSTRUMENT No. 201500712

PARCEL ID 029797

TAX SECTION 139-(A), PARCEL 19A

PROPERTY OF

THOMAS W. PRICE

DEED BOOK 677, PAGE 725

SEE DEED BOOK 677, PAGE 728 FOR PLAT

PARCEL ID 110123

TAX SECTION 139-(1), PARCEL 2

PROPERTY OF

MARC HEROLD

KALYN HEROLD

DEED INSTRUMENT No. 2022006876

PLAT BOOK 24, PAGE 255

"EAGLE VIEW LOT 2"



PLAT SHOWING "MINOR SUBDIVISION"

47.6715 AC. TOTAL

PROPERTY OF

NANCY B. DENNEY

LOCATED ON VIRGINIA SECONDARY ROUTE #601 AND #602

"CLARENCE ROAD" AND "LAUREL MILL RIDGE ROAD"

RIVER MAGISTERIAL DISTRICT

MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 200' DATE: 14 AUGUST 2023

L. J. QUESENBERRY, LICENSED LAND SURVEYOR

521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

PHONE & FAX: (276)-728-7471 * E-MAIL: quessurvey@comcast.net

JOB No. 6001

Owners

Owner1	DENNY NANCY B
Owner2	
Mailing Address	1614 RUSTIC RIDGE RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel

Tax Map Number	139- A 5
Property Address	
City, State, Zip	VA
Neighborhood Code	MR335000
Class Code/Description	5000/Ag/Undeveloped 20-99 Acres
Use Code/Description	100/AGRICULTURAL LAND 20-99 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	L/LAND USE
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	
Notes:	ONE SECTION ABOVE ST W/DOUBLE RD FRNTGE
Notes:	ONE SECTION OPN, ROLLING RIVER FRONT
Notes:	RIVER FRNTGE NOT BUILDABLE - FLOOD ZONE
Notes:	
Notes:	4

Legal Description

Legal Description 1	LITTLE RIVER
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	46.75
Deed Book	
Page	

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1994		DENNY NANCY B			

Sale Details

Sale Date	01-JAN-1994
Sale Key	955
Sale Price	
Grantee	DENNY NANCY B
Grantor	
Book	
Page	
Sale Type	
Sale Source	D-DEED BARGIN SALE
Sale Validity	8-NOT VALIDATED

Outbuildings

Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	BPL / BARN-POLEBARN METAL	2009	B	24	36	864	8800
1	SEQ / SHED-EQUIPMENT	2009	C	24	40	960	4000

Assessed Values

Assessed Land	\$163,700
Assessed Buildings	\$12,800
Total Assessed Value	\$176,500
Land Use Program	NO
Deferred Land Use Amount	\$86,900
Value After Land Use Deferment	\$89,600
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026

Tax Rate for 2022 is 89 cents per \$100. Tax rate for 2023 has not been set.





Sorry, no sketch available
for this record

Item	Area
PLBARNMETA - BPL:BARN-POLEBARN METAL	864
SHED-EQUIP - SEQ:SHED-EQUIPMENT	960

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 26th 2023, between Nancy B. Denny 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 Montgomery, Virginia, and described as:

Offering #1: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 6.015 ac

Offering #2: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 5.44 ac

Offering #3: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 17.727 ac

Offering #4: Tax ID 139-A 5; DB 257 PG 298; Consisting of +/- 7.614 ac

Address: TBD Laurel Ridge Mill Rd., Riner, VA 24149

- 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 December 11th 2023 ("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 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

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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.

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(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

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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

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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.

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Purchaser's Initials _____

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

Nancy B. Denny

10/26/2023

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

10/26/2023

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

10/26/2023

Seller's Initials _____

Purchaser's Initials _____