



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 – Sean Nester and Terry Nester (Life Estate)

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

AUCTION DATE – Friday, April 26th, 2024 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: 08753; Parcel ID 87 A 30; WB 120, PG 670; Deed 275, Page 0738,
Consisting of +/- 23.85 acres and improvements
Address: TBD Stillhouse Rd., Hillsville, VA 24343

OFFERING #2: Tax ID: 08752; Parcel ID 87 A 31; WB 120, PG 670; Deed 119, Page 0376;
Consisting of +/- 114.99 acres and improvements
Address: TBD Stillhouse Rd., Hillsville, VA 24343

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, April 26th, 2024 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 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, June 10th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

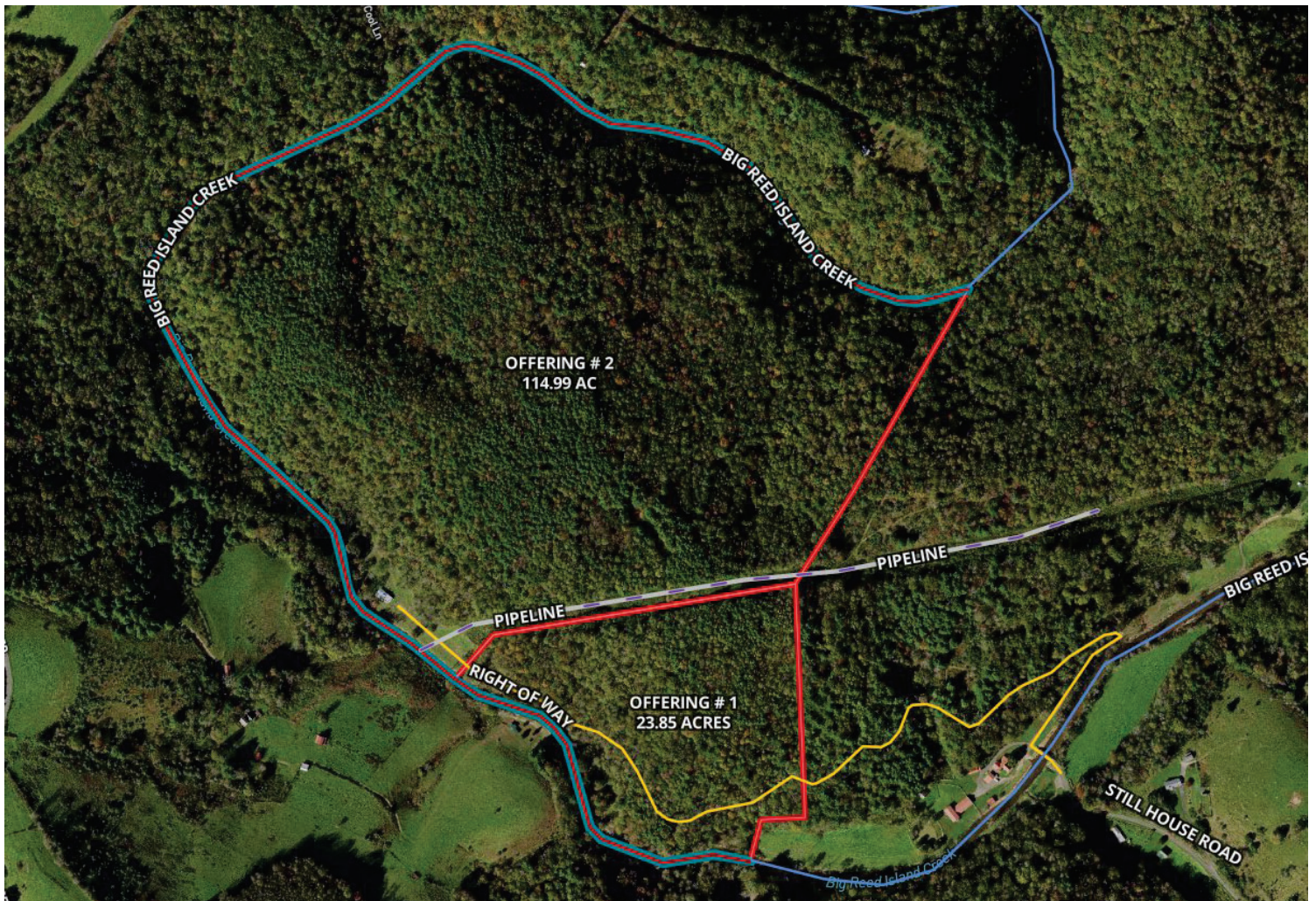
Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

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

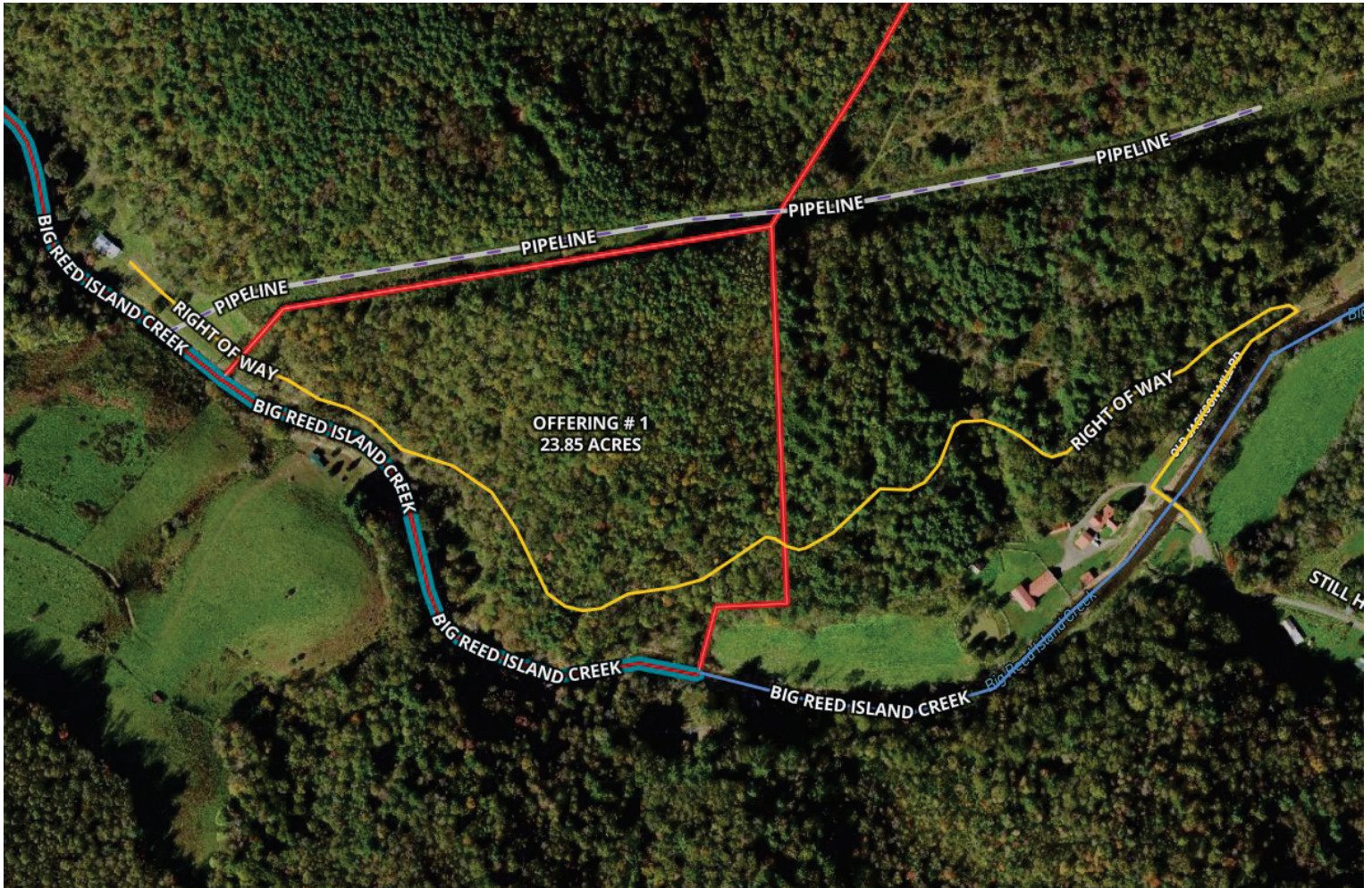
Aerial



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

Aerial

OFFERING #1



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

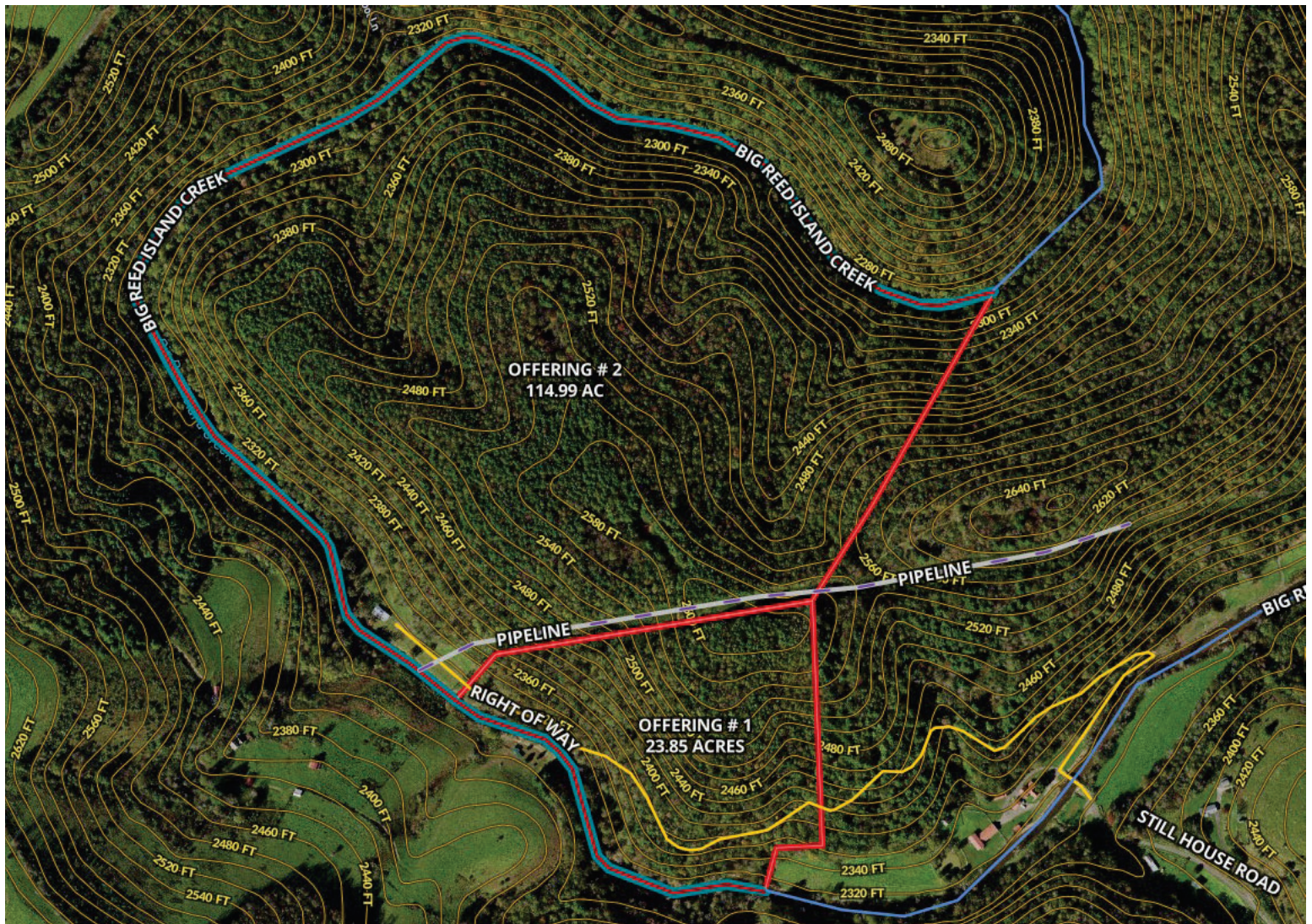
Aerial

OFFERING #2



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

Contour



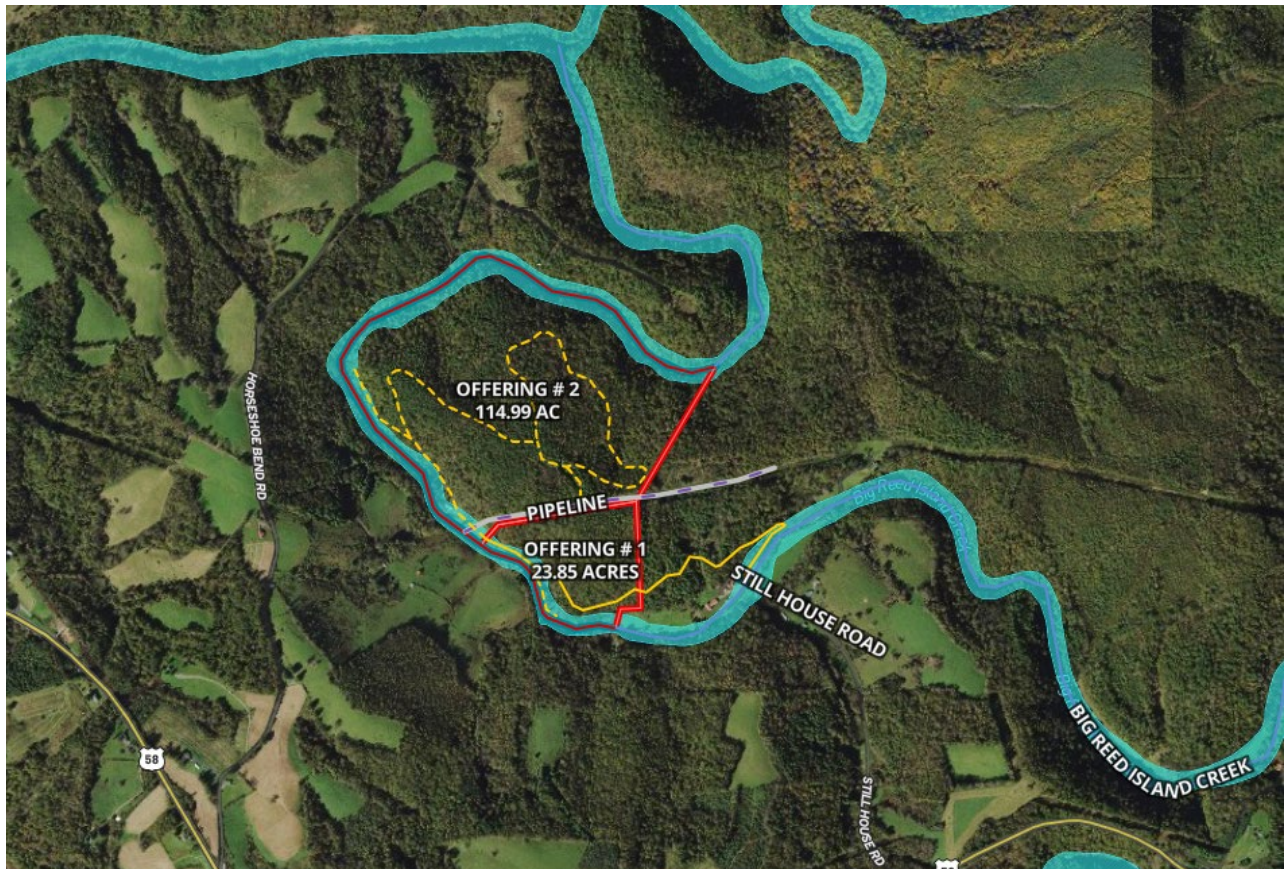
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Topo



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

Floodmap



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



Neighborhood

TBD Stillhouse Rd.,
Hillsville, VA 24343





Location

TBD Stillhouse Rd.,
Hillsville, VA 24343



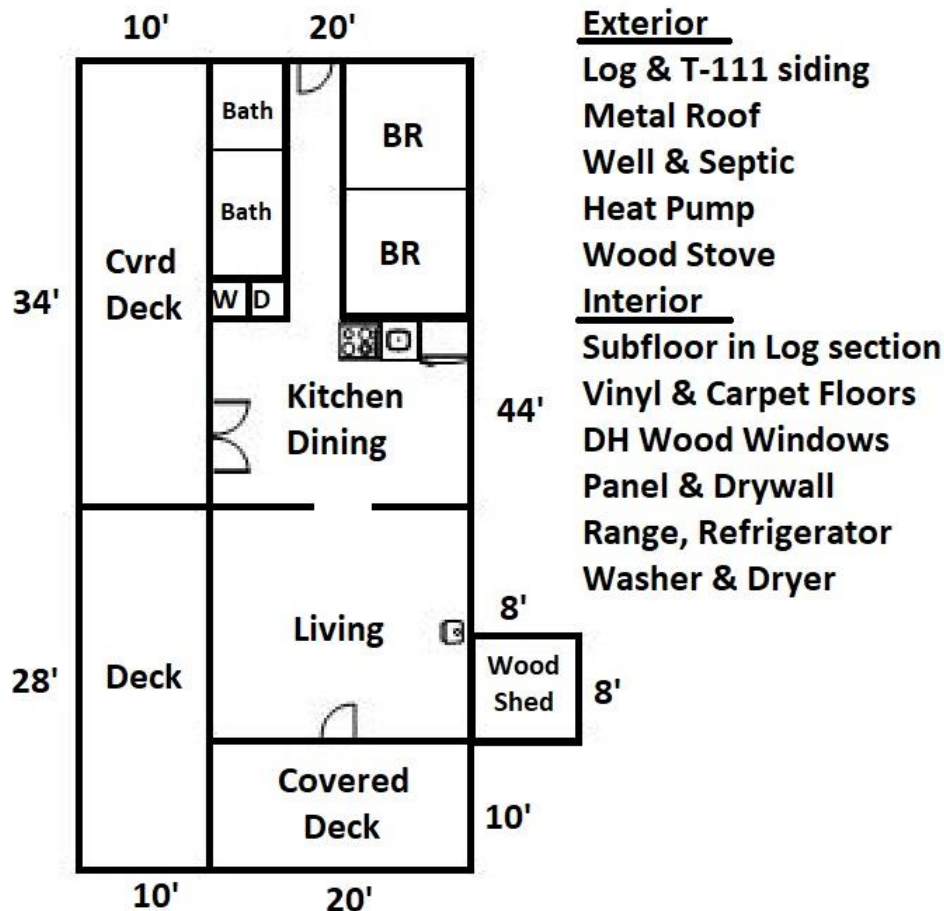


Auction Services

Floor Plan

General Floorplan - 1,040 Square Feet

* According to Tax Card, home was built in 1980



*While best efforts were made for accuracy, this floorplan is provided for illustration purposes only. Bidder's are expected to complete all due diligence prior to bidding.

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
87 A 30
Parent Parcel Number

Property Address
Neighborhood
500 County Southeast
Property Class
5 5-Agricultural/Undev (20-99Ac)
TAXING DISTRICT INFORMATION
Jurisdiction 018
Area 001
District 02

OWNERSHIP

NESTER GROSBY CARL ESTATE
CO TERRY MICHAEL NESTER
1300 PRESTON ST
RADFORD, VA 24141
OFF RD 907

Tax ID 08753

TRANSFER OF OWNERSHIP

Date		
01/24/2022	NESTER GROSBY CARL	Bk/Pg: WB 120, 670 \$0
01/01/2000		Bk/Pg: 275, 0738 \$0

AGRICULTURAL

VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	2017	2021
VALUATION	11600	43500	87000	72500	72500	72500
0	0	0	0	0	0	0
T	11600	43500	87000	72500	72500	72500

Site Description

Topography:

Public Utilities:

Street or Road:
Unpaved

Neighborhood:
Static

Zoning:

Legal Acres:
29.0000

LAND DATA AND CALCULATIONS

Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Depth Effective Depth	Prod. Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
12	29.0000		1.00	2500.00	2500.00	72500		72500

COM1: 87 - (A) - 30
LAND: ON REED ISLAND CREEK
POOR ACCESS/STEEP CREEK FRONTAGE
TR22: TRANSFER 2022

Supplemental Cards

TRUE TAX VALUE

72500

Supplemental Cards

TOTAL LAND VALUE

72500

PARCEL NUMBER
87 A 31

Parent Parcel Number

Property Address
STILLHOUSE RD

Neighborhood
500 County Southeast

Property Class
6 6-Agricultural/Undev (100+)

TAXING DISTRICT INFORMATION

Jurisdiction 018

Area 001

District 02

NESTER GROSBY CARL ESTATE
CO TERRY MICHAEL NESTER
1300 PRESTON ST
RADFORD, VA 24141
HWY 58

01/24/2022 NESTER GROSBY CARL Bk/Pg: WB 120, 670 \$0

01/01/2000 Bk/Pg: 119, 0376 \$0

AGRICULTURAL

VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	2017	2021
VALUATION	I 42900	158400	316600	282000	282000	287000
0	E 0	2000	2000	51000	42800	55100
	T 42900	160400	318600	333000	324800	342100

Site Description

Topography:

Public Utilities:

Electric

Street or Road:

Unpaved

Neighborhood:

Static

Zoning:

1 6 Woodland

2 Pipelines

3 90 Waterfront Homesite

LAND DATA AND CALCULATIONS

Rating Soil ID	Measured -or- Acreage	Table	Prod. Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
-or- Actual Frontage	Effective Frontage	Effective Depth	Square Feet	Rate	Value			
12	104.4300	1.00	1.00	2500.00	2500.00	261100		261100
9	1.8200	1.00	1.00	500.00	500.00	900		900
9	1.0000	0.00	0.00	25000.00	25000.00	25000	SV	25000

COM1: 87 - (A) - 31

GEN: GENERAL COMMENT

NATURAL GAS PIPE LINE - PERMANENT EASEMENT - 1.82

ACRES - DB 672-753, JUNE 20, 2003

LAND: LONG FRONTAGE ON REED ISLAND CREEK

POOR ACCESS/MOSTLY STEEP CREEK FRONTAGE

LU15: LAND USE APPLICATION 2015

REVALIDATION 2009

LU21: LAND USE APPLICATION 2021

TR22: TRANSFER 2022

Supplemental Cards

TRUE TAX VALUE

287000

Supplemental Cards

TOTAL LAND VALUE

287000

DEED

THIS DEED made this 21 day of November, 1977, by and between John P. Alderman, and his wife Marion A. Alderman, parties of the first part; and Grosby Carl Nester, party of the second part:

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

That for and in consideration of the sum of Six Thousand Three Hundred Fifty and No/100 (\$6,350.00) Dollars, of which amount of \$2,350.00 is cash in hand paid and the balance of which is represented by a negotiable note of the grantee made this day in the amount of \$4,000.00 with interest at 9% and payable one year from date, the payment of which is secured by an expressed Vendor's Lien which is hereby retained upon the land hereinafter conveyed.

The said parties of the first part do hereby bargain, grant, sell and convey unto the said party of the second part, all the following described tract of land situated in the Laurel Fork Magisterial District of Carroll County, Virginia and more particularly described as follows:

Being a parcel of 29 acres and bounded by the lands of Vonnie Horton, Grace Horton, The Ellis Webb Old Tract and Big Reed Island River and being the same land conveyed John P. Alderman from Frank Alcorn by deed dated May 16, 1964, and of record in Deed Book 153 at page 146.

This is a conveyance by the boundary and not by the acre.

WITNESS the following signatures and seals.

John P. Alderman (SEAL)

Marion A. Alderman (SEAL)

The notes mentioned in this deed was this day produced before me marked, paid and was attested by me this 24th day of Nov. 1978

Jean J. Balen Deputy Clerk

The debt secured by the lien in this deed has been paid in full and the same is hereby released.
This 24th day of Nov. 1978

John Perry Alderman
Jean J. Balen Deputy Clerk

STATE OF VIRGINIA,
COUNTY OF CARROLL, to-wit:

I, Peggy R. Reece, a Notary Public in and for
the County and State aforesaid, do hereby certify that John P.
Alderman and Marion A. Alderman, whose signatures and seals
are affixed to the foregoing deed bearing date of November 21,
1977, have duly signed and acknowledged the same before me in my
State and County aforesaid.

Given under my hand this 21 day of November, 1977.

Peggy R. Reece
NOTARY PUBLIC

Virginia: In Carroll County Circuit Court Clerk's Office
Nov 22 1977 The foregoing instrument received in
office with certificate thereto annexed and admitted to
record at 4:30 o'clock P M and duly indexed.
with all required tax paid under Sec. 58-54 & 58-55.1.
Carroll County Circuit Court Clerk
State Tax 9.100 Add. Tax 6.50

#2746
mailed: H. Carl Hester
RFD 2
Hillsville, Va.
24343

VFD & MAILED
NOV 22 1977

DEED

Ellis Webb &c,
To // Deed #683
Grosby Carl Nester
vfd. 6/8/60

Mail-Grosby Carl Nester
Rt. #2
Hillsville, Va.

6/9/60
o o o o o o o o

This deed made the 25th of May, 1960, by and
between Ellis Webb and Fannie Webb, parties of the first
part; and Grosby Carl Nester, party of the second part;

WITNESSETH

That for and in consideration of the sum of
three thousand and three hundred (\$3300.00) dollars,
cash in hand paid with the receipt therefor hereby
acknowledged, the said parties of the first part do
grant unto the said party of the second part in fee simple with covenants of
general warranty all of the following described tract of land situated in the
Laurel Fork Magisterial District of Carroll County, Virginia on the waters of
Big Reed Island:

Tract # 1: Being that tract of 86 acres conveyed Ellis Webb from Rachael Horton by deed dated September 14, 1896 and of record in the office of the Clerk of the Circuit Court of Carroll County, Virginia in Deed Book # 24 at page 11 to which reference is made for chain of title and a more complete description.

Tract # 2: Being that tract of 21 $\frac{1}{4}$ acres conveyed Ellis Webb from Laura O. Worrell by deed dated the 2nd of September, 1918 and of record in the said Clerk's Office in Deed Book # 43 at page 223 to which reference is made for chain of title and a more complete description.

Witness the following signatures and seals:

Witness to Marks of Ellis Webb
& Fannie Webb 25 May, 1960
John P. Alderman

(His Mark)
Ellis X Webb (SEAL)
Fannie X Webb (SEAL)
His Mark

State of Virginia:

County of Carroll, to-wit:

I, John Perry Alderman, a Notary Public in and for the County and State aforesaid, do hereby certify that Ellis Webb and Fannie Webb, whose names are signed to the foregoing deed bearing date on the 25th of May, 1960, have this day personally appeared before me in my County aforesaid and acknowledged the same.

Given under my hand this 25th of May, 1960.

My commission expires June 17th, 1962.

John Perry Alderman
Notary Public

VIRGINIA: In Carroll County Circuit Court Clerk's Office May 25th 1960 the foregoing deed received in office with certificate thereto annexed and admitted to record at 1:00 o'clock P. M. and duly indexed with \$3.85 U. S. Stamps affixed and cancelled.

Teste: J. A. Smith D. Clerk

RIGHT OF WAY

THIS DEED, Made this 3rd. day of December, 1985
between GRACIE E. HORTON (WIDOW)
party of the first part; and GROSBY CARL NESTER of Rt. 2, Hillville, Va.

party of the second part;

WITNESSETH

THAT for and in consideration of the sum of Ten, (\$10.00) Dollars,
cash in hand paid and receipt acknowledged,

The said party of the first part doth hereby bargain, grant, sell and convey
unto the said party of the second part, in fee simple with covenants of
General Warranty of Title,

all of the following described land, to-wit:

Being an easement of roadway through the lands of the party of the
first part beginning at the termination of Secondary Road No. 844
near Bir Reed Island River, thence up said River, crossing the same
and continuing a northeasterly course behind the dwelling house of
the party of the first part, going toward the rise of the hill and
gradually a westerly course the shortest practical distance to the
lands of the second part as now located and established. This easement
shall run with the land for the benefit of the parties hereto and their
heirs and assigns.

The said party of the first part covenant that she has the right
to convey the said land to the grantee; that she has done no act
to encumber said land; that the grantee shall have quiet possession of said land,
free from all encumbrances; and that the grantor the said party of the first part
will execute such further assurance of said land as may be requisite.

WITNESS the following signature and seal:

Gracie E. Horton (SEAL) _____ (SEAL)

STATE OF Virginia, COUNTY OF Carroll, to-wit:

The foregoing instrument was acknowledged before me this

December 3rd., 1985, by Gracie E. Horton

in my State and County aforesaid.

#1555-184-Carl Nester

My commission expires:

Virginia: In Carroll County Circuit Court Clerk's Office
Dec 10, 1985 the foregoing instrument received in
office with certificate thereto annexed and admitted
to record at 3:30 o'clock P.M. and duly
indexed with all required fees paid under Sec. 58-54.1.
Donna M. Hays Clerk

John Alderman
Commissioner in Chancery of the Circuit Court
of Carroll County, Virginia.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 26th 2024, between Sean Nester and Terry Nester (Life Estate) 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 Floyd, Virginia, and described as:

OFFERING #1: Tax ID: 08753; Parcel ID 87 A 30; WB 120, PG 670; Deed 275, Page 0738, Consisting of +/- 23.85 acres and improvements
Address: TBD Stillhouse Rd., Hillsville, VA 24343

OFFERING #2: Tax ID: 08752; Parcel ID 87 A 31; WB 120, PG 670; Deed 119, Page 0376; Consisting of +/- 114.99 acres and improvements
Address: TBD Stillhouse Rd., Hillsville, VA 24343

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 TRACT (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 June 10th 2024 ("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 contract. If the required disclosures are unavailable on the date of ratification, Seller shall

Seller's Initials _____

Purchaser's Initials _____

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 forth therein, including, without limitation, title examination costs, insurance premiums,

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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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Sean Nester

Date

Terry Nester

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____