



# 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** – Burnett Rentals, LLC

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

**AUCTION DATE** – Wednesday, July 10<sup>th</sup>, 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:***

Parcel ID: 75408, Tax Map #0619001000044000, Consisting of +/- 4.7 acres and improvements, DB 19-2812;

Parcel ID: 59736, Tax Map #0615001000002000, Consisting of +/- 0.4732 acres, DB 19-3984;

Parcel ID: 75409, Tax Map #0619001000045000, Consisting of +/- 4.625 acres, DB 19-2812;

Parcel ID: 75407, Tax Map #0619001000046000, Consisting of +/- 4.878 acres, DB 19-2812

**Total Acreage = +/- 14.6762**

**Address: 664 Hunter St., Danville, VA 24541**

**On the day of the sale, the high bidder will be required to make a \$10,000 Earnest Money Deposit for Offering #1**

***OFFERING #2:***

Parcel ID: 55425, Tax Map #0614004000001000, Consisting of +/- 0.1918 acres, NOS1 2 3 4 55 56 & 57 BLK B HUNTER & PINE STS

**Address: TBD Hunter St., Danville, VA 24541**

**On the day of the sale, the high bidder will be required to make a \$1,000 Earnest Money Deposit for Offering #2**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, July 10<sup>th</sup>, 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](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder

will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A 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.

**Offering #1- 664 Hunter St. Consisting of +/-14.6762 acres: \$10,000 Earnest Money Deposit**

**Offering #2- TBD Hunter St. Consisting of +/-0.1918 acres: \$1,000 Earnest Money Deposit**

- 9) **Closing:** Closing shall be on or before **Monday, August 26<sup>th</sup>, 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](mailto: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](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

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

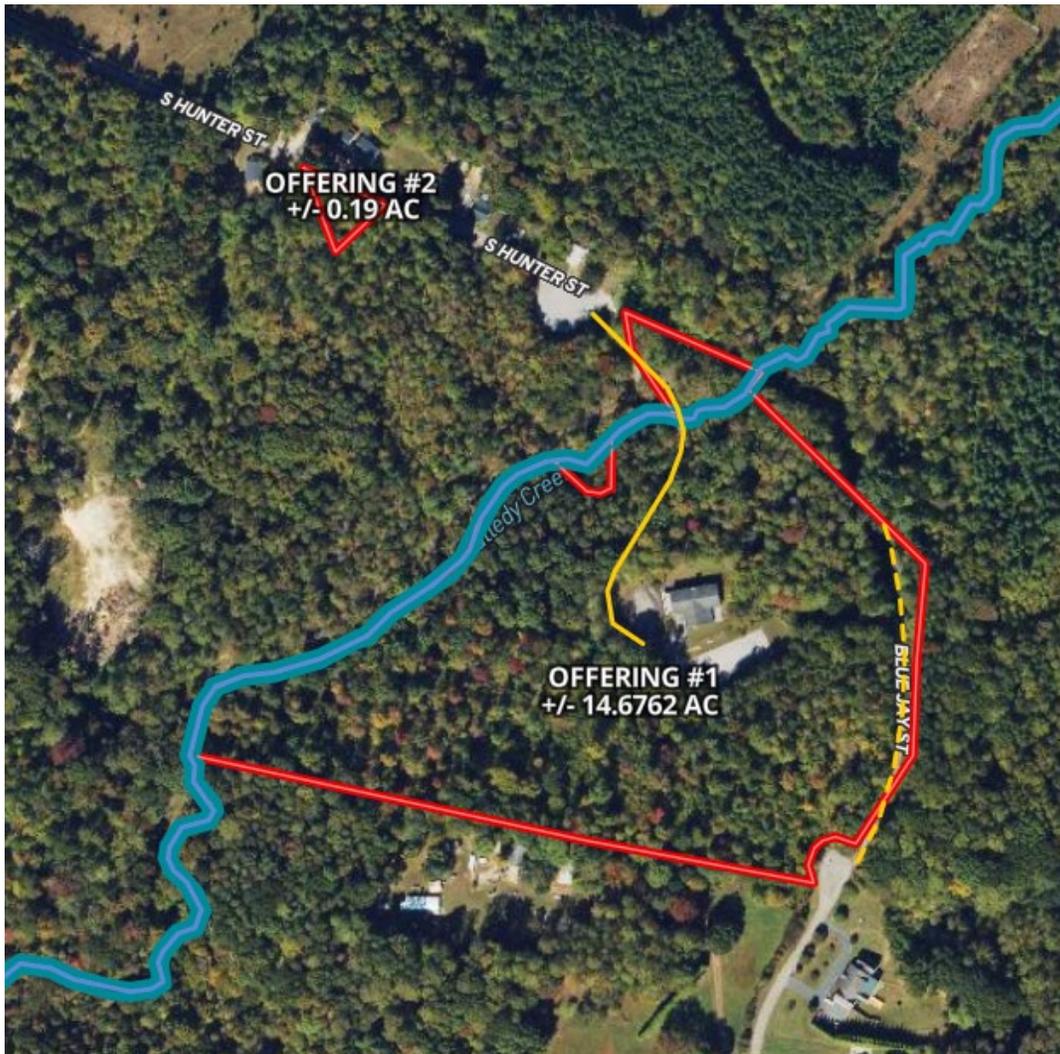
**Firm State License #'s**

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



**Auction Services**

# Aerial



**\*\* 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

## Offering #1



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

# Contour

## Offering #2



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



# Neighborhood

664 Hunter St.,

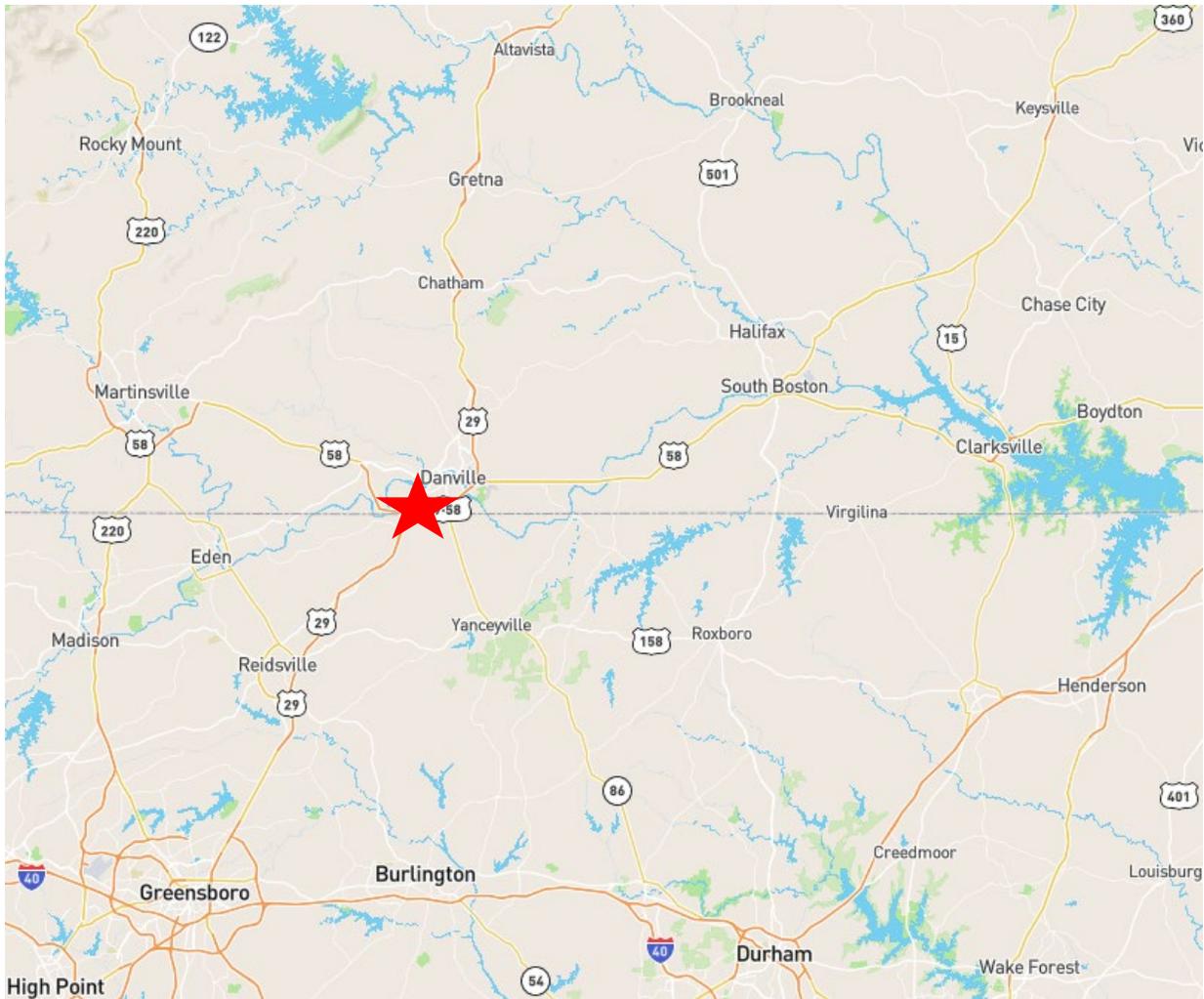
Danville, VA 24541





# Location

664 Hunter St.,  
Danville, VA 24541





# HUNTER ST

## Summary

**Parcel ID:** 75409  
**Address:** HUNTER ST

**Owner Information**

**Owner Name:** BURNETT RENTALS LLC  
**Owner Address:** 1026 SPORTSMAN RD  
**Mail-To:** BURNETT RENTALS LLC  
**Mailing Address:** 1026 SPORTSMAN RD, DRY FORK, VA 24549

**Land Information**

**Flood Zones:** 1% ANNUAL CHANCE W/ BFEs (AE)  
**Enterprise Zones:** N/A  
**Historic Districts:** N/A

**Elementary School District:** Schoolfield

**Middle School District:** Westwood

**Value Information**

**Land Value:** \$5,000  
**Land Use Value:** N/A  
**Improvement:** N/A  
**Total:** \$5,000

**Additional Information**

**State Code:** 1091 Vac Res Lot Buildable - 1  
**Land Use:** Residential  
**Tax Map:** 0619001000045000  
**Approx. Acres:** 4.625  
**Legal Description:** NO A (5.00 AC) HUNTER ST  
**Zone:** SR Suburban Residential  
**Notes:** DB 19-2812: Consideration listed is for 4 parcels (75407, 75408, 75409 & 59736), could only transfer 3 since #59736 had incorrect legal description & sent all info to attorney. DB 15-2974: 4 lists. DB 07-3882: 3 lists.



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

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<b>Land Code:</b> 1000 Per Acre	<b>Rate:</b> \$1,000
<b>Acres/Units:</b> 5	<b>Adj. Rate:</b> \$1,000
<b>Sq. Ft.:</b> 217800	<b>Base Value:</b> \$5,000
<b>Front:</b> N/A	<b>Adj. Amount:</b> N/A
<b>Effective Front:</b> N/A	<b>Value:</b> \$5,000
<b>Depth:</b> N/A	

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## Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 19	2812	08/16/2019	\$65,990	FIRST-CITIZENS BANK & TRUST COMPANY	BURNETT RENTALS LLC
D 15	2974	08/28/2015	\$147,445	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED	FIRST-CITIZENS BANK & TRUST COMPANY
D 07	3882	08/10/2007	\$11,200	FRATERNAL ORDER OF	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED
DP720	818	02/03/1983	N/A	N/A	N/A



## Assessments

<b>Year:</b>	<b>Land:</b>	<b>Use:</b>	<b>Improvements:</b>	<b>Total:</b>
2023	\$5,000	N/A	N/A	\$5,000
2022	\$5,000	N/A	N/A	\$5,000
2021	\$5,000	N/A	N/A	\$5,000
2020	\$5,000	N/A	N/A	\$5,000
2019	\$5,000	N/A	N/A	\$5,000
2018	\$5,000	N/A	N/A	\$5,000
2017	\$5,000	N/A	N/A	\$5,000
2016	\$5,000	N/A	N/A	\$5,000
2015	\$5,000	N/A	N/A	\$5,000
2014	\$5,000	N/A	N/A	\$5,000
2013	\$5,000	N/A	N/A	\$5,000
2012	\$5,000	N/A	N/A	\$5,000
2011	\$5,000	N/A	N/A	\$5,000
2010	\$5,000	N/A	N/A	\$5,000
2009	\$5,000	N/A	N/A	\$5,000
2008	\$5,000	N/A	N/A	\$5,000
2007	\$5,000	N/A	N/A	\$5,000
2006	\$5,000	N/A	N/A	\$5,000
2005	\$5,000	N/A	N/A	\$5,000
2004	\$5,000	N/A	N/A	\$5,000
2003	\$5,000	N/A	N/A	\$5,000
2002	\$5,000	N/A	N/A	\$5,000
2001	\$5,000	N/A	N/A	\$5,000
2000	\$5,000	N/A	N/A	\$5,000





# 664 HUNTER ST

## Summary

**Parcel ID:** 75408  
**Address:** 664 HUNTER ST

**Owner Information**

**Owner Name:** BURNETT RENTALS LLC  
**Owner Address:** 1026 SPORTSMAN RD  
**Mail-To:** BURNETT RENTALS LLC  
**Mailing Address:** 1026 SPORTSMAN RD, DRY FORK, VA 24549

**Land Information**

**Flood Zones:** 1% ANNUAL CHANCE W/ BFEs (AE)  
**Enterprise Zones:** N/A  
**Historic Districts:** N/A

**Elementary School District:** Schoolfield

**Middle School District:** Westwood

**Value Information**

**Land Value:** \$8,700  
**Land Use Value:** N/A  
**Improvement:** \$169,000  
**Total:** \$177,700

**Additional Information**

**State Code:** 4881 Private Membership Clubs  
**Land Use:** Commercial  
**Tax Map:** 0619001000044000  
**Approx. Acres:** 4.772  
**Legal Description:** 4.70 AC HUNTER ST  
**Zone:** SR Suburban Residential  
**Notes:** DB 19-2812: Consideration listed is for 4 parcels (75407, 75408, 75409 & 59736), could only transfer 3 since #59736 had incorrect legal description & sent all info to attorney. DB 15-2974: 4 lists.



## Buildings

### Building 1 - Section 1

**Property Class:** Commercial

**Style:** N/A

**Year Built:** 1981

**Condition:** N/A

**Story Height:** N/A

**Finished Square Feet:** 3984

**Basement Square Feet:** N/A

**Finished Basement Sq. Ft.:** N/A

#### **Features:**

#### **Size:**

Stud -Vinyl Siding	100 %
Warmed and Cooled Air	100 %
N/A	72 %



## Improvements

Building #	Improvements	Size
1	Deck Wooden w/Railing	540 Units
1	Patio or Stoop (Conc)	40 Units
1	Porch Open (Raised)	40 Units
1	Deck Wooden w/Railing	416 Units



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

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<b>Land Code:</b> CA25 5000	<b>Rate:</b> \$5,000
<b>Acres/Units:</b> 1	<b>Adj. Rate:</b> \$5,000
<b>Sq. Ft.:</b> 43560	<b>Base Value:</b> \$5,000
<b>Front:</b> N/A	<b>Adj. Amount:</b> N/A
<b>Effective Front:</b> N/A	<b>Value:</b> \$5,000
<b>Depth:</b> N/A	

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<b>Land Code:</b> CA11 1000	<b>Rate:</b> \$1,000
<b>Acres/Units:</b> 3.7	<b>Adj. Rate:</b> \$1,000
<b>Sq. Ft.:</b> 161172	<b>Base Value:</b> \$3,700
<b>Front:</b> N/A	<b>Adj. Amount:</b> N/A
<b>Effective Front:</b> N/A	<b>Value:</b> \$3,700
<b>Depth:</b> N/A	

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## Transfers

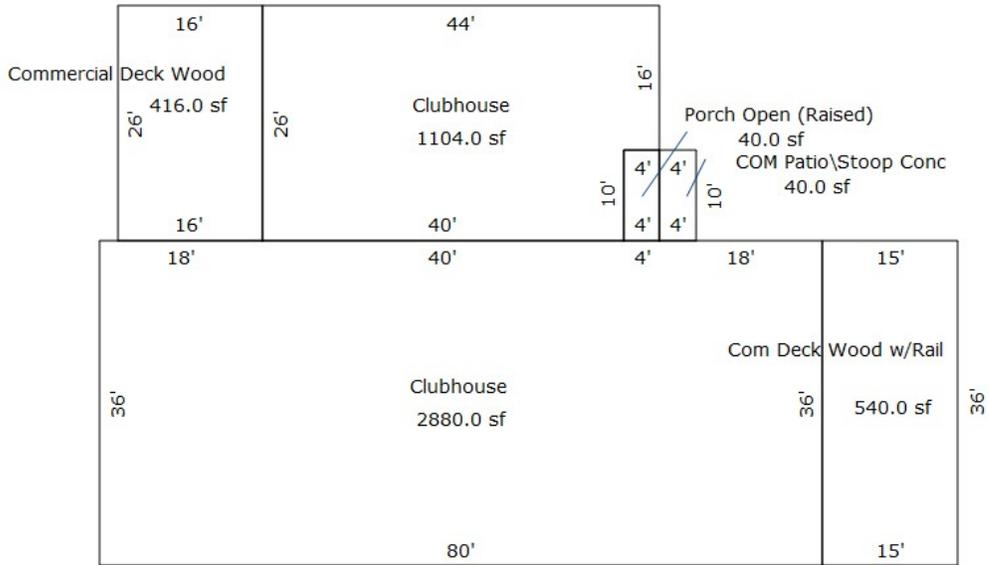
Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 19	2812	08/16/2019	\$65,990	FIRST-CITIZENS BANK & TRUST COMPANY	BURNETT RENTALS LLC
D 15	2974	08/28/2015	\$147,445	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED	FIRST-CITIZENS BANK & TRUST COMPANY
D 07	2273	05/04/2007	\$217,700	FRATERNAL ORDER OF	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED
DP693	645	01/14/1981	N/A	N/A	N/A



## Assessments

<b>Year:</b>	<b>Land:</b>	<b>Use:</b>	<b>Improvements:</b>	<b>Total:</b>
2023	\$8,700	N/A	\$169,000	\$177,700
2022	\$8,700	N/A	\$169,000	\$177,700
2021	\$8,700	N/A	\$171,000	\$179,700
2020	\$8,700	N/A	\$171,000	\$179,700
2019	\$8,700	N/A	\$171,100	\$179,800
2018	\$8,700	N/A	\$171,100	\$179,800
2017	\$8,700	N/A	\$259,500	\$268,200
2016	\$8,700	N/A	\$259,500	\$268,200
2015	\$8,700	N/A	\$316,700	\$325,400
2014	\$8,700	N/A	\$316,700	\$325,400
2013	\$8,700	N/A	\$325,300	\$334,000
2012	\$8,700	N/A	\$325,300	\$334,000
2011	\$8,700	N/A	\$326,400	\$335,100
2010	\$8,700	N/A	\$326,400	\$335,100
2009	\$8,700	N/A	\$322,900	\$331,600
2008	\$8,700	N/A	\$322,900	\$331,600
2007	\$8,700	N/A	\$307,500	\$316,200
2006	\$8,700	N/A	\$209,000	\$217,700
2005	\$8,700	N/A	\$178,900	\$187,600
2004	\$8,700	N/A	\$178,900	\$187,600
2003	\$8,700	N/A	\$174,800	\$183,500
2002	\$8,700	N/A	\$174,800	\$183,500
2001	\$8,700	N/A	\$153,800	\$162,500
2000	\$8,700	N/A	\$153,800	\$162,500





Sketch by Apex Medina™





# BLUE JAY ST

## Summary

**Parcel ID:** 75407  
**Address:** BLUE JAY ST

**Owner Information**

**Owner Name:** BURNETT RENTALS LLC  
**Owner Address:** 1026 SPORTSMAN RD  
**Mail-To:** BURNETT RENTALS LLC  
**Mailing Address:** 1026 SPORTSMAN RD, DRY FORK, VA 24549

**Land Information**

**Flood Zones:** 1% ANNUAL CHANCE W/ BFEs (AE)  
**Enterprise Zones:** N/A  
**Historic Districts:** N/A

**Elementary School District:** Schoolfield

**Middle School District:** Westwood

**Value Information**

**Land Value:** \$4,900  
**Land Use Value:** N/A  
**Improvement:** N/A  
**Total:** \$4,900

**Additional Information**

**State Code:** 1091 Vac Res Lot Buildable - 1

**Land Use:** Residential

**Tax Map:** 0619001000046000

**Approx. Acres:** 4.878

**Legal Description:** PT NO B (4.90 AC) BLUE JAY ST

**Zone:** SR Suburban Residential

**Notes:** DB 19-2812: Consideration listed is for 4 parcels (75407, 75408, 75409 & 59736), could only transfer 3 since #59736 had incorrect legal description & sent all info to attorney. DB 15-2974: 4 lists. DB 07-3882: 3 lists.



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

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<b>Land Code:</b> 1000 Per Acre	<b>Rate:</b> \$1,000
<b>Acres/Units:</b> 4.9	<b>Adj. Rate:</b> \$1,000
<b>Sq. Ft.:</b> 213444	<b>Base Value:</b> \$4,900
<b>Front:</b> N/A	<b>Adj. Amount:</b> N/A
<b>Effective Front:</b> N/A	<b>Value:</b> \$4,900
<b>Depth:</b> N/A	

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## Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 19	2812	08/16/2019	\$65,990	FIRST-CITIZENS BANK & TRUST COMPANY	BURNETT RENTALS LLC
D 15	2974	08/28/2015	\$147,445	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED	FIRST-CITIZENS BANK & TRUST COMPANY
D 07	3882	08/10/2007	\$11,200	FRATERNAL ORDER OF	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED
DP755	697	03/05/1985	N/A	N/A	N/A



## Assessments

Year:	Land:	Use:	Improvements:	Total:
2023	\$4,900	N/A	N/A	\$4,900
2022	\$4,900	N/A	N/A	\$4,900
2021	\$4,900	N/A	N/A	\$4,900
2020	\$4,900	N/A	N/A	\$4,900
2019	\$4,900	N/A	N/A	\$4,900
2018	\$4,900	N/A	N/A	\$4,900
2017	\$4,900	N/A	N/A	\$4,900
2016	\$4,900	N/A	N/A	\$4,900
2015	\$4,900	N/A	N/A	\$4,900
2014	\$4,900	N/A	N/A	\$4,900
2013	\$4,900	N/A	N/A	\$4,900
2012	\$4,900	N/A	N/A	\$4,900
2011	\$4,900	N/A	N/A	\$4,900
2010	\$4,900	N/A	N/A	\$4,900
2009	\$4,900	N/A	N/A	\$4,900
2008	\$4,900	N/A	N/A	\$4,900
2007	\$4,900	N/A	N/A	\$4,900
2006	\$4,900	N/A	N/A	\$4,900
2005	\$4,900	N/A	N/A	\$4,900
2004	\$4,900	N/A	N/A	\$4,900
2003	\$4,900	N/A	N/A	\$4,900
2002	\$4,900	N/A	N/A	\$4,900
2001	\$4,900	N/A	N/A	\$4,900
2000	\$4,900	N/A	N/A	\$4,900





# HUNTER ST

## Summary

**Parcel ID:** 59736  
**Address:** HUNTER ST

**Owner Information**

**Owner Name:** BURNETT RENTAL LLC  
**Owner Address:** N/A  
**Mail-To:** BURNETT RENTALS LLC  
**Mailing Address:** 1026 SPORTSMAN RD, DRY FORK, VA 24549

**Land Information**

**Flood Zones:** 1% ANNUAL CHANCE W/ BFEs (AE)  
**Enterprise Zones:** N/A  
**Historic Districts:** N/A

**Elementary School District:** Schoolfield

**Middle School District:** Westwood

**Value Information**

**Land Value:** \$1,300  
**Land Use Value:** N/A  
**Improvement:** N/A  
**Total:** \$1,300

**Additional Information**

**State Code:** 1091 Vac Res Lot Buildable - 1  
**Land Use:** Residential  
**Tax Map:** 0615001000002000  
**Approx. Acres:** 0.4732  
**Legal Description:** 257 FT NO A BLK B HUNTER ST  
**Zone:** OTR Old Town Residential  
**Notes:** Avg Lot: 100.0 X 90.0 DB 19-3984: Quitclaim deed & company name is not spelled like other properties. DB 15-2974: 4 lists. DB 07-3882: 3 lists.



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

**Land Code:** Res FF (20)

**Acres/Units:** 0.21

**Sq. Ft.:** 9147.6

**Front:** N/A

**Effective Front:** 100

**Depth:** 90

**Rate:** \$20

**Adj. Rate:** \$16

**Base Value:** \$1,560

**Adj. Amount:** \$-260

**Value:** \$1,300



## Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 19	3984	10/18/2019	N/A	FIRST-CITIZENS BANK & TRUST COMPANY	BURNETT RENTAL LLC
D 15	2974	08/28/2015	\$147,445	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED	FIRST-CITIZENS BANK & TRUST COMPANY
D 07	3882	08/10/2007	\$11,200	FRATERNAL ORDER OF	FRATERNAL ORDER OF POLICE OF DANVILLE INCORPORATED
D 696	142	09/10/1984	N/A	N/A	N/A



## Assessments

Year:	Land:	Use:	Improvements:	Total:
2023	\$1,300	N/A	N/A	\$1,300
2022	\$1,300	N/A	N/A	\$1,300
2021	\$1,300	N/A	N/A	\$1,300
2020	\$1,300	N/A	N/A	\$1,300
2019	\$1,300	N/A	N/A	\$1,300
2018	\$1,300	N/A	N/A	\$1,300
2017	\$1,300	N/A	N/A	\$1,300
2016	\$1,300	N/A	N/A	\$1,300
2015	\$1,300	N/A	N/A	\$1,300
2014	\$1,300	N/A	N/A	\$1,300
2013	\$1,300	N/A	N/A	\$1,300
2012	\$1,300	N/A	N/A	\$1,300
2011	\$1,300	N/A	N/A	\$1,300
2010	\$1,300	N/A	N/A	\$1,300
2009	\$1,300	N/A	N/A	\$1,300
2008	\$1,300	N/A	N/A	\$1,300
2007	\$1,300	N/A	N/A	\$1,300
2006	\$1,300	N/A	N/A	\$1,300
2005	\$1,300	N/A	N/A	\$1,300
2004	\$1,300	N/A	N/A	\$1,300
2003	\$1,300	N/A	N/A	\$1,300
2002	\$1,300	N/A	N/A	\$1,300
2001	\$1,300	N/A	N/A	\$1,300
2000	\$1,300	N/A	N/A	\$1,300





# HUNTER ST

## Summary

**Parcel ID:** 55425  
**Address:** HUNTER ST

**Owner Information**

**Owner Name:** BURNETT RENTALS LLC  
**Owner Address:** 1026 SPORTSMAN RD  
**Mail-To:** BURNETT RENTALS LLC  
**Mailing Address:** 1026 SPORTSMAN RD, DRY FORK, VA 24549

**Land Information**

**Flood Zones:** N/A  
**Enterprise Zones:** N/A  
**Historic Districts:** N/A  
**Elementary School District:** Schoolfield  
**Middle School District:** Westwood

**Value Information**

**Land Value:** \$1,200  
**Land Use Value:** N/A  
**Improvement:** N/A  
**Total:** \$1,200

**Additional Information**

**State Code:** 1091 Vac Res Lot Buildable - 1  
**Land Use:** Residential  
**Tax Map:** 0614004000001000  
**Approx. Acres:** 0.1918  
**Legal Description:** NOS 1 2 3 4 55 56 & 57 BLK B HUNTER & PINE STS  
**Zone:** OTR Old Town Residential  
**Notes:** Avg Lot: 70.0 X 100.0



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

**Land Code:** Res FF (30)

**Acres/Units:** 0.16

**Sq. Ft.:** 6969.6

**Front:** N/A

**Effective Front:** 70

**Depth:** 100

**Rate:** \$30

**Adj. Rate:** \$25

**Base Value:** \$1,720

**Adj. Amount:** \$-520

**Value:** \$1,200



## Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 20	769	02/14/2020	\$500	BURNETT MELVIN D	BURNETT RENTALS LLC
D 612	210	03/28/1979	N/A	N/A	N/A



## Assessments

<b>Year:</b>	<b>Land:</b>	<b>Use:</b>	<b>Improvements:</b>	<b>Total:</b>
2023	\$1,200	N/A	N/A	\$1,200
2022	\$1,200	N/A	N/A	\$1,200
2021	\$1,200	N/A	N/A	\$1,200
2020	\$1,200	N/A	N/A	\$1,200
2019	\$1,200	N/A	N/A	\$1,200
2018	\$1,200	N/A	N/A	\$1,200
2017	\$1,200	N/A	N/A	\$1,200
2016	\$1,200	N/A	N/A	\$1,200
2015	\$1,200	N/A	N/A	\$1,200
2014	\$1,200	N/A	N/A	\$1,200
2013	\$1,200	N/A	N/A	\$1,200
2012	\$1,200	N/A	N/A	\$1,200
2011	\$1,200	N/A	N/A	\$1,200
2010	\$1,200	N/A	N/A	\$1,200
2009	\$1,200	N/A	N/A	\$1,200
2008	\$1,200	N/A	N/A	\$1,200
2007	\$1,200	N/A	N/A	\$1,200
2006	\$1,200	N/A	N/A	\$1,200
2005	\$1,200	N/A	N/A	\$1,200
2004	\$1,200	N/A	N/A	\$1,200
2003	\$1,200	N/A	N/A	\$1,200
2002	\$1,200	N/A	N/A	\$1,200
2001	\$1,200	N/A	N/A	\$1,200
2000	\$1,200	N/A	N/A	\$1,200



20-769  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG 0049 FEB 14, 20

This document was prepared by Mark Alan Harris, Attorney at Law, PC, 530 Patton Street, Danville, Virginia. TITLE NOT EXAMINED BY DRAFTSMAN. TITLE INSURANCE UNKNOWN TO DRAFTSMAN. VSB NO. 51005.

PIN: 55425

Assessed Value: \$1,200.00

Consideration: \$500.00

MAIL TAX BILLS TO: 1026 Sportsman Rd, DRY JORK, VA 24549

THIS DEED OF BARGAIN AND SALE, made this 13th day of February, 2020, by and between MELVIN D. BURNETT, married, Grantor, party of the first part; and BURNETT RENTALS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, Grantee, party of the second part;

W I T N E S S E T H:

THAT for and in consideration of the sum of TEN (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor, party of the first part, does hereby grant, bargain, sale and convey unto the said Grantee, party of the second part, with General Warranty and English Covenants of title, all that certain lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the City of Danville, Virginia, and more particularly described as follows:

Beginning at a point on the southern side of Hunter Street at the front common corner between Lots Nos. 4 and 5, in Block B, as shown on map hereinafter referred to; thence along the southern side of Hunter Street in a northwestern direction 150 feet to the southeastern corner of Hunter

Return To

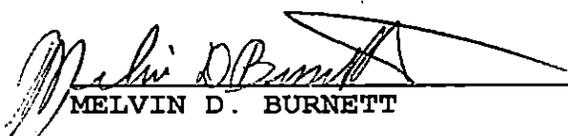
Mark Alan Harris  
Attorney At Law, PC  
530 Patton Street  
Danville VA 24541

Street and an unnamed street (designated as Pine Street on map hereinafter referred to); thence along the eastern side of said unnamed street (designated as Pine Street on map hereinafter referred to) in a southern direction 150 feet to a point; thence along the dividing line between Lots Nos. 54, 55, 4 and 5, in Block B, 114.6 feet to the point and place of beginning. Being in fact Lots Nos. 1, 2, 3, 4, 55, 56 and 57, in Block B, as shown on a map of the property of N. B. Holmes, dated November 15, 1924, made by Gill Engineering Company and of record in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 185, page 183; and being the same property conveyed to Melvin D. Burnett from H. L. Richardson, et als, by deed dated March 12, 1979, recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, in Deed Book 612, page 210, to which map and deed reference is here made.

This conveyance is made subject to all easements, rights of way and restrictions of record affecting said property.

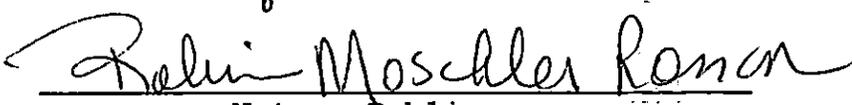
TO HAVE AND TO HOLD the described property unto the said party of the second part in fee simple absolute.

WITNESS the following signature and seal:

 (SEAL)  
MELVIN D. BURNETT

STATE OF Virginia,  
Danville City/County of Danville, to-wit:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2020, by MELVIN D. BURNETT.

  
Notary Public

My Commission Expires: 9-30-22

ROBIN MOSCHLER ROSSON  
NOTARY PUBLIC  
REGISTRATION # 271782  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
SEPTEMBER 30, 2022

Mark Alan Harris  
Attorney At Law, PC  
530 Patton Street  
Danville VA 24541

INSTRUMENT 20000769  
RECORDED IN THE CLERK'S OFFICE OF  
DANVILLE CIRCUIT COURT ON  
FEBRUARY 14, 2020 AT 02:58 PM  
\$1.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$0.75 LOCAL: \$0.75  
GERALD A. GIBSON, CLERK  
RECORDED BY: SMB

19-2812  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG0064 AUG 16 19

Parcel ID Nos, 75408, 59736, 75409 and 75407  
Title Insurance Underwriter: Fidelity Title  
Assessed Value: \$ 171,100.00  
Consideration: \$ 65,990.00

Prepared by and Return to:  
R. Neal Keesee, Jr., Esq. (VSB# 29030)  
Woods Rogers PLC  
P.O. Box 14125  
Roanoke, VA 24038

**DEED**

THIS DEED made as of the 15th day of August, 2019, by and between **FIRST-CITIZENS BANK & TRUST COMPANY**, herein designated Grantor, and **BURNETT RENTALS LLC**, a Virginia limited liability company, whose address is 1026 Sportsman Road, Dry Fork, Virginia 24549, as Grantee.

WITNESSETH

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby bargain, sell, grant, and convey with Special Warranty of title unto Burnett Rentals LLC, Grantee, all of those certain lots or parcels of land, together with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Danville, Virginia, which are more particularly described as follows, to wit:

**PARCEL 1:**

Tax Map No. 0619-001-000044.000, Parcel ID No. 75408

ALL THAT CERTAIN tract or parcel of land **CONTAINING 4.7 ACRES**, more or less, being shown on a map dated December 7, 1979, by Wilmarth & Daniels, Certified Land Surveyors, Danville, Virginia, File B-405, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 693 at page 646 and to which map reference is hereby specifically made for a more complete description of said parcel; and

**PARCEL 2:**

Tax Map No. 0619-001-000045.000, Parcel ID No. 75409

**PARCEL A, CONTAINING 5.0 ACRES**, more or less, as shown on Plat of Survey Showing Property of W.W. Wentz, dated July 26, 1976, Revised March 1, 1983, a copy of which map is recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia in Map Book 32, at page 26 and to which map reference is hereby specifically made for a more complete description of said parcel; and

**PARCEL 3:**

Tax Map No. 0619-001-000046.000, Parcel ID No. 75407

**PARCEL B, CONTAINING 5.0 ACRES**, more or less as shown on Plat of Survey Showing Property of W.W. Wentz, dated July 26, 1976, Revised March 1, 1983, a copy of which map is recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia in Map Book 32, at page 26 and to which map reference is hereby specifically made for a more complete description of said parcel; and

**PARCEL 4:**

Tax Map No. 0615-001-000002.000, Parcel ID No. 59736

ALL THAT CERTAIN tract or parcel of land fronting on the southeastern margin of Hunter Street consisting of **LOTS NUMBER 23, 24, 25, 26, 27, 28, 29 and 30**, as shown on a map of N.B. Holmes property made by Gill Engineering Company, November 15, 1924, and duly recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia in Deed Book 185, at page 183, to which said map reference is hereby made; and

LESS AND EXCEPT those portions of the property conveyed to the City of Danville, Virginia as follows:

- a) by Quitclaim Deed dated June 18, 1994, recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia in Deed book 925, page 9, for dedication of street as right of way.
- b) by Deed of Dedication dated September 14, 1994, recorded in the aforesaid Clerk's Office in Deed Book 925, page 16.

AND BEING the same four parcels conveyed to First-Citizens Bank & Trust Company by Trustee Deed dated August 13, 2015, from Woods Rogers, PLC, Substitute Trustee, under a Deed of Trust from the Fraternal Order of Police of Danville, Incorporated, a Virginia corporation. Said deed is recorded in the Clerk's Office of the Circuit Court of the City of Danville as Instrument No. 150002974.

WITNESS the following signature and seal.

First-Citizens Bank & Trust Company (SEAL)

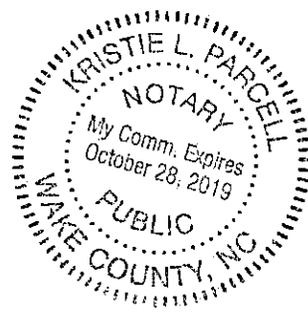
By: Matthew J. Clawson  
Matthew J. Clawson, Vice President

State of NC  
COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Wake ) to-wit:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019 by Matthew J. Clawson, as Vice President of First-Citizens Bank & Trust Company, on behalf of the entity.

Kristie L Parcel  
Notary public

My commission expires: 10-28-19



INSTRUMENT 190002812  
RECORDED IN THE CLERK'S OFFICE OF  
DANVILLE CIRCUIT COURT ON  
AUGUST 16, 2019 AT 02:18 PM  
\$171.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$85.75 LOCAL: \$85.75  
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20-769  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG 0049 FEB 14, 20

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PIN: 55425

Assessed Value: \$1,200.00

Consideration: \$500.00

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W I T N E S S E T H:

THAT for and in consideration of the sum of TEN (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor, party of the first part, does hereby grant, bargain, sale and convey unto the said Grantee, party of the second part, with General Warranty and English Covenants of title, all that certain lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the City of Danville, Virginia, and more particularly described as follows:

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Return To

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Attorney At Law, PC  
530 Patton Street  
Danville VA 24541

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Melvin D. Burnett (SEAL)  
MELVIN D. BURNETT

STATE OF Virginia,  
City County of Danville, to-wit:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2020, by MELVIN D. BURNETT.

Robin Moschler Rosson  
Notary Public

My Commission Expires: 9-30-22

ROBIN MOSCHLER ROSSON  
NOTARY PUBLIC  
REGISTRATION # 271782  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
SEPTEMBER 30, 2022

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Attorney At Law, PC  
530 Patton Street  
Danville VA 24541

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GERALD A. GIBSON, CLERK  
RECORDED BY: SMB

19-2812  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG0064 AUG 16 19

Parcel ID Nos, 75408, 59736, 75409 and 75407  
Title Insurance Underwriter: Fidelity Title  
Assessed Value: \$ 171,100.00  
Consideration: \$ 65,990.00

Prepared by and Return to:  
R. Neal Keesee, Jr., Esq. (VSB# 29030)  
Woods Rogers PLC  
P.O. Box 14125  
Roanoke, VA 24038

**DEED**

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WITNESS the following signature and seal.

First-Citizens Bank & Trust Company (SEAL)

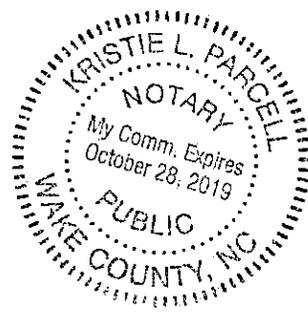
By: Matthew J. Clawson  
Matthew J. Clawson, Vice President

State of NC  
COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Wake ) to-wit:

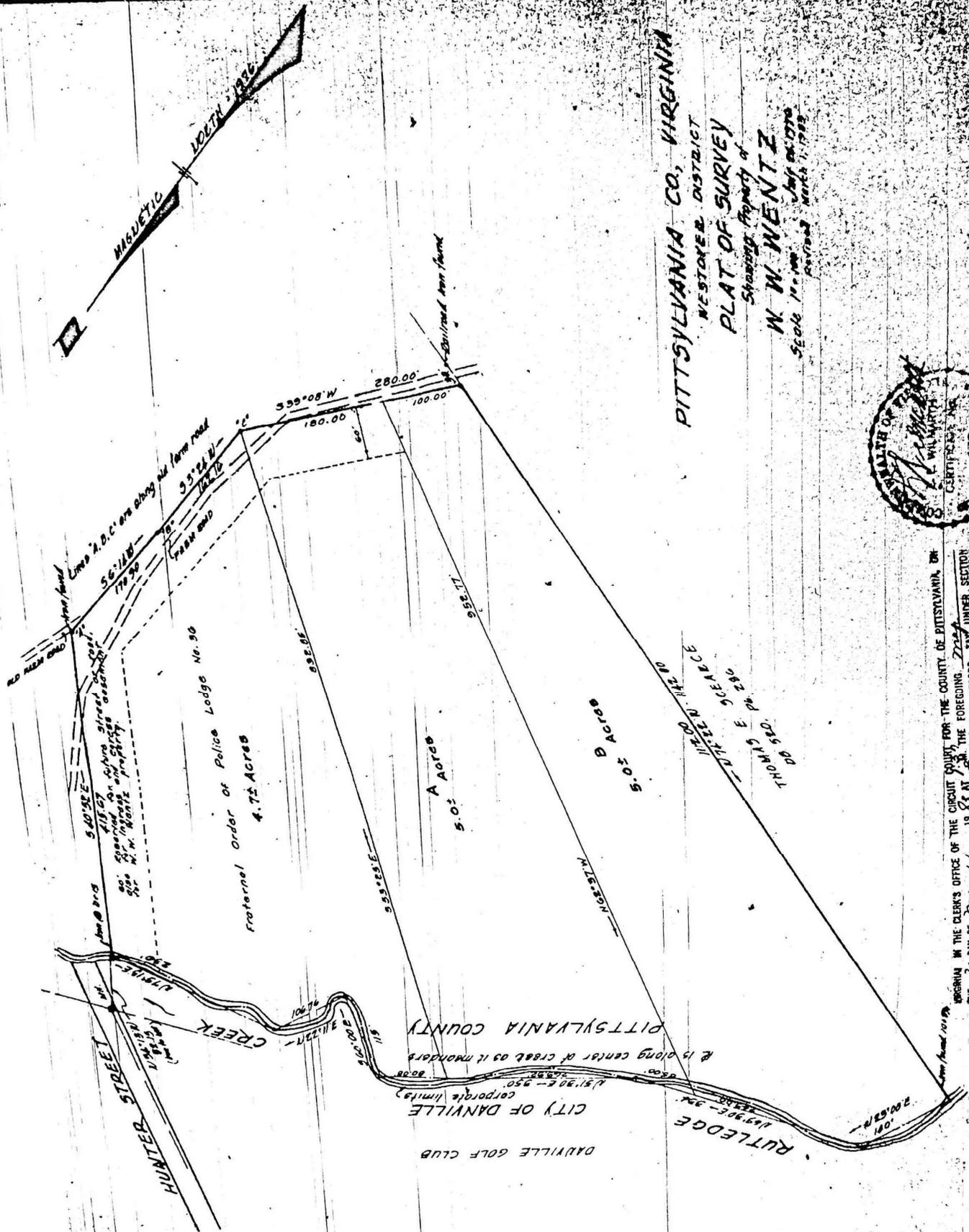
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019 by Matthew J. Clawson, as Vice President of First-Citizens Bank & Trust Company, on behalf of the entity.

Kristie L Parcel  
Notary public

My commission expires: 10-28-19



INSTRUMENT 190002812  
RECORDED IN THE CLERK'S OFFICE OF  
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\$171.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$85.75 LOCAL: \$85.75  
GERALD A. GIBSON, CLERK  
RECORDED BY: SSL



PITTSYLVANIA CO., VIRGINIA  
 WESTMORE DISTRICT  
 PLAT OF SURVEY  
 Showing Property of  
 W. W. WENTZ  
 Scale 1" = 100' July 20, 1936  
 Revised March 1, 1938



RECORDED IN THE CLERK'S OFFICE OF THE COUNTY OF PITTSYLVANIA, ON  
 THE 21 DAY OF March 1938 AT 10:30 AM THE FOREGOING WAS  
 ADMITTED TO RECORD, THE UNDER SECTION  
 BEING BY CERTIFICATE OF ACKNOWLEDGMENT WAS PAID IN THE AMOUNT OF \$  
 100.00 AND THE BALANCE PAID IN THE AMOUNT OF \$  
 100.00  
 TESTED: W. W. WENTZ, CLERK

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **July 10th, 2024**, between **Burnett Rentals, LLC By and Through Tim Burnett Managing Member**, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and \_\_\_\_\_

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

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

**2. Legal Description –**

- **OFFERING #1:**

Parcel ID: 75408, Tax Map #0619001000044000, Consisting of +/- 4.7 acres and improvements, DB 19-2812;

Parcel ID: 59736, Tax Map #0615001000002000, Consisting of +/- 0.4732 acres, DB 19-3984;

Parcel ID: 75409, Tax Map #0619001000045000, Consisting of +/- 4.625 acres, DB 19-2812;

Parcel ID: 75407, Tax Map #0619001000046000, Consisting of +/- 4.878 acres, DB 19-2812

**Address: 664 Hunter St., Danville, VA 24541**

**Total Acreage = +/- 14.6762**

**On the day of the sale, the high bidder will be required to make a \$10,000 Earnest Money Deposit for Offering #1**

- **OFFERING #2:** Parcel ID: 55425, Tax Map #0614004000001000, Consisting of +/- 0.1918 acres, NOS1 2 3 4 55 56 & 57 BLK B HUNTER & PINE STS

**Address: TBD Hunter St., Danville, VA 24541**

**On the day of the sale, the high bidder will be required to make a \$1,000 Earnest Money Deposit for Offering #2**

**3. 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.

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

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

4. **Deposit.** Purchaser has made a deposit with the Auction Company, of \$\_\_\_\_\_ (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.

5. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **August 26<sup>th</sup>, 2024** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. **Required Disclosures.**

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

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.

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

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

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

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

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

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1981 and lead base paint disclosures apply.

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

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

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

## 7. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including

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

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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.

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

(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.

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.

\_\_\_\_\_  
Burnett Rentals, LLC By and Through  
Tim Burnett Managing Member (Seller) Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

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

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