



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 – Dulaney Properties LLC

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

AUCTION DATE – Thursday, March 6th, 2025 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Consisting of +/- 4.448 acres and improvements; Parcel ID: 020-A-0042; Instrument #202401693; Tax ID R020934 0

Address:

7881 Cleburne Blvd, Dublin, VA 24084

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, March 6th, 2025 at 4 PM (EST)**

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

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

Online Auction Terms & Conditions

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

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to 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 about **Wednesday, May 7th, 2025**. 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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

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

Aerial



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

Contour



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

Flood Map



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



Neighborhood

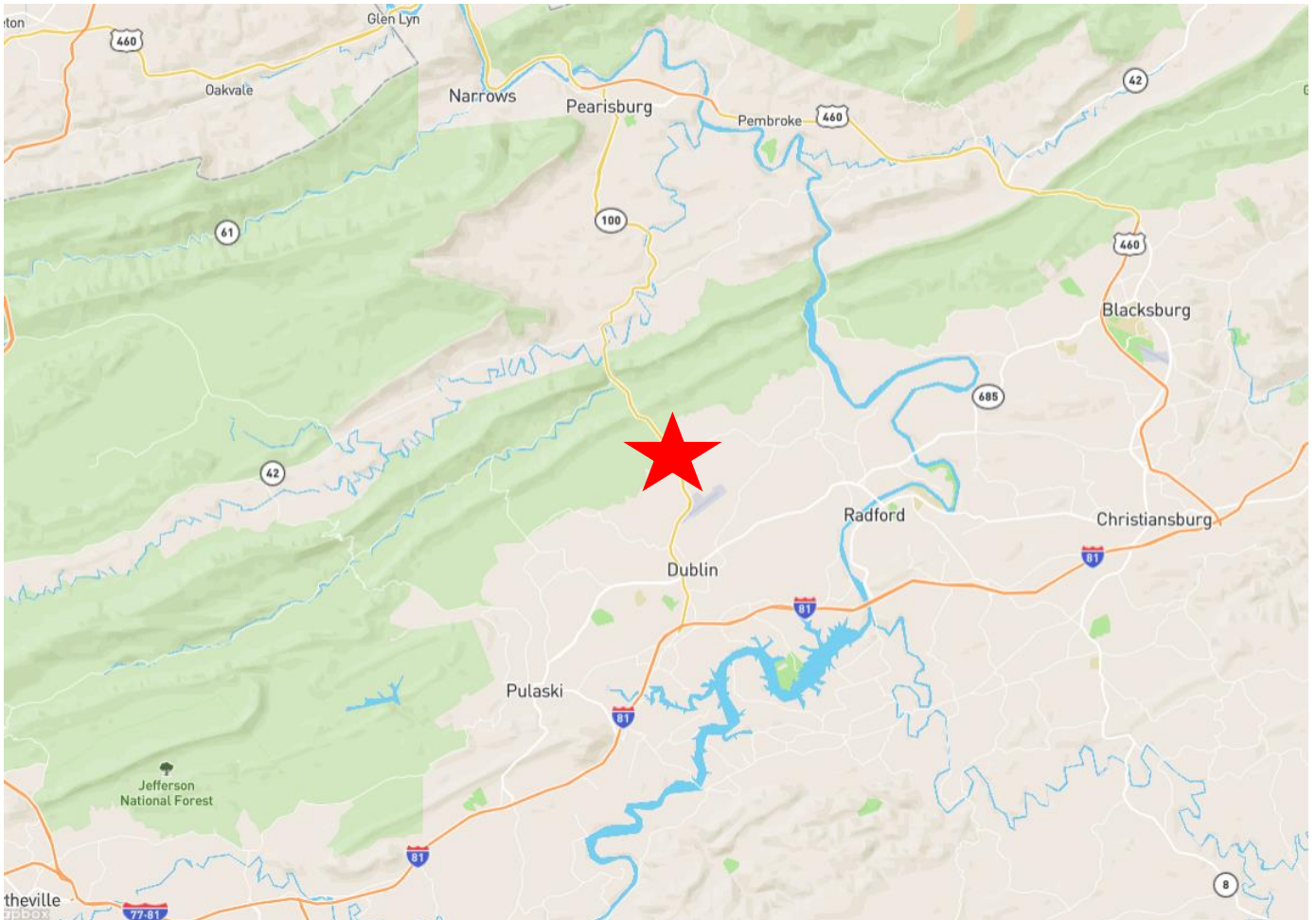
7881 Cleburn Blvd,
Dublin, VA 24084





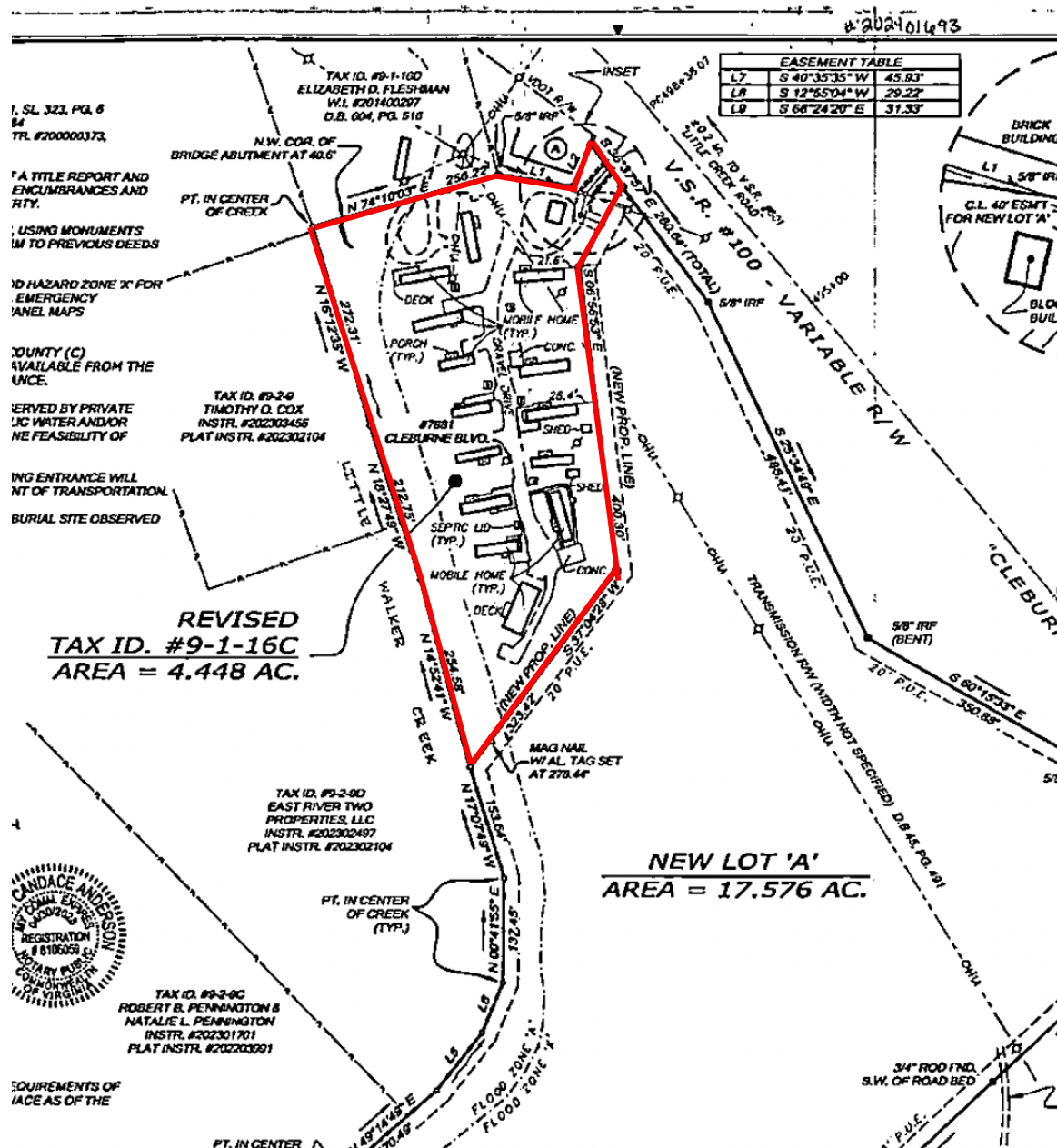
Location

7881 Cleburn Blvd,
Dublin, VA 24084





Survey



Rental Key



KEY:

RED – Mobile Home Rent \$300-\$350/month

YELLOW - Lot Rent \$75/month

PURPLE – Vacant Lot

WHITE – Storage Building

Lot #	Mobile Home or Lot Rent?	Rent \$ Amount
1	Mobile Home	\$300
2	Mobile Home	\$300
3	Mobile Home	\$300
4	Lot Rent	\$75
5	Mobile Home	\$300
6	Mobile Home	\$300
7	Lot Rent	\$75
8	Lot Rent	\$75
9	Lot Rent	\$75
10	Lot Rent	\$75
11	Lot Rent	\$75
12	Mobile Home	\$300
13	Lot Rent	\$75
14	Vacant Lot	
15	Mobile Home	\$300
16	Storage Building	

DULANEY PROPERTIES LLC
3987 LITTLE CREEK RD
DUBLIN VA 24084
REV PARCEL - LITTLE CREEK
DULANEY MOBILE HOME PARK
DEED BK - 118, DEED PG - 554
WILL BK - 47, WILL PG - 811
PLAT INST 202401693

Neighborhood Number
600

Neighborhood Name
County Northeast

TAXING DISTRICT INFORMATION

Jurisdiction Name Pulaski County

Area 001

District 01

Parent Parcel Number

Dept. of Tax Code 4 Commercial/Industrial

Property Address 7881 CLEBURNE BLVD

Site Description

Topography:
Rolling
Neighborhood:
Static
Zoning:
C: Conservation, C
Legal Acres:
4.4480

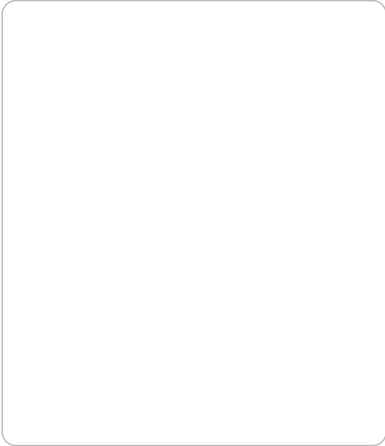
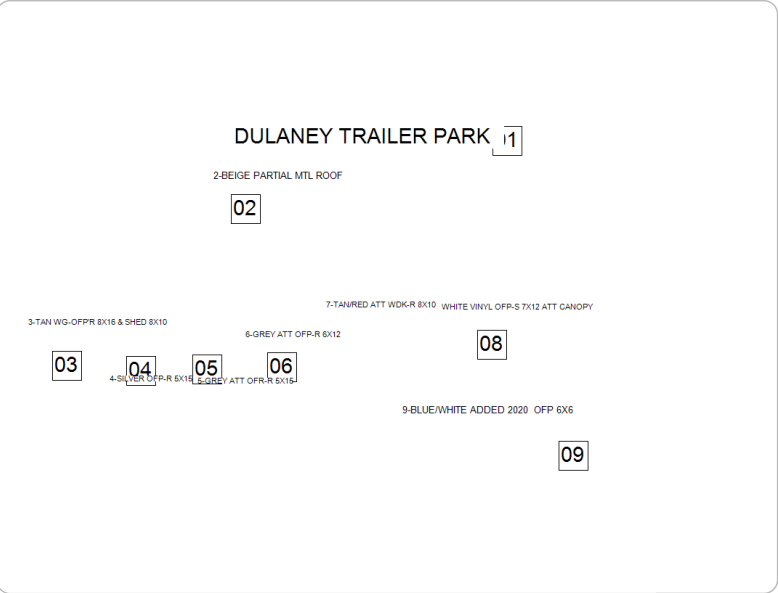
Tax ID R020934 0				Printed 1/13/2025		Card No. 1 of 1		
Transfer of Ownership								
Owner			Consideration	Transfer Date	Deed Book/Page		Deed Type	
DULANEY C W JR				0 05/16/2023	D 2023 D 1278		BS	
(SUBD 9/30/97)				0 10/14/1946	W 0047 W 0811			



Land/Use Information				
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
Total Land Value: 60100				

Tax ID R020934 0

Printed 1/13/2025



Special Features	
Description	

Summary of Improvements								
ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
01	MHHOOKUP	0.00		C*	2014	2014	AV	0
02	MHR #1	0.00	1	C	1974	1974	F	720
03	MHR #2	0.00	1	C	1982	1982	F	924
04	MHR #4	0.00	1	C	2020	2020	P	648
05	MHR #15	0.00	1	C	1990	1990	F	924
06	MHR 14	0.00	1	C	1995	1995	AV	924
08	MHR 10	0.00	1	C	1973	1973	F	672
09	MHR 16	0.00	1	C	1960	1960	P	600
Total Improvement Value								94500

4.4 Conservation (C)

- A. Statement of Intent:** The intent of this district is to preserve and perpetuate in an open state certain areas that provide scenic views, wildlife habitat, recreational opportunities, or are deemed desirable to be retained for the benefit of current and future generations. This district is designed to fulfill the following objectives:
1. Preserve land for the benefit of the entire community;
 2. Encourage preservation of sensitive habitats, steep slopes, wetlands, wooded areas, other ecologically important areas, and viewsheds;
 3. Limit development and the creation of small parcels from large tracts;
 4. Preserve historically significant sites and structures; and
 5. Protect the community from costs and consequences which may be incurred from unsuitable development occurring in this district.

B. Allowed Uses: Allowed uses for the district can be found in [Table 4.1](#).

C. Lot Standards:

Minimum Lot Size	2 acre
Maximum Building Height (2)	40 feet
Maximum Lot Coverage	50%
Building Setbacks (3)(4)	Front: 35 feet Side: 20 Feet Rear: 35 Feet
Accessory Building Setbacks (more than 256 square feet)	Front: 35 Feet Side: 10 Feet Rear: 10 Feet
Accessory Building Setbacks (less than 256 square feet)	Front: 35 Feet Side: 3 Feet Rear: 3 Feet
Accessory Building Maximum Height (1)	35 feet
Structure Separation	Detached dwellings shall be a minimum of ten (10) feet apart and detached accessory structures shall be a minimum of 3 (three) feet from other structures.

(1)Agricultural structures can exceed the maximum building height, when setback is increased by one (1) foot for each additional one (1) foot in height over forty (40) feet.

(2)Maximum building height can be increased by up to ten (10) feet if each setback is increased by one (1) foot for every foot increase in height.

(3)The setback for properties that front Claytor Lake, the New River, or the portion of Peak Creek that is located between I-81 and Claytor Lake may be reduced to twenty-five (25) feet from the property line that is immediately adjacent to the water.

(4)Corner lot setback is defined in Article 11.

VIRGINIA DEPARTMENT OF HEALTH
ENGINEERING DESCRIPTION SHEET

DATE February 5, 1998WATERWORKS NAME Dulaney Trailer Park CERTIFIED CLASS N/ACOUNTY/CITY Pulaski County COMMUNITY WATERWORKSLOCATION The trailer park is located southwest of Route 100 approximately 0.2 miles south of the Giles County line.OWNER Mr. Charles William Dulaney, Jr. PHONE NO. ~~XXXXXXXXXXXX~~HC-08 Box 3, Dublin, Virginia 24084 PHONE NO. ~~XXXXXXXXXXXX~~OPERATOR Same as above LICENSE CLASS N/APERMIT NO. 1155152 EFFECTIVE DATE January 31, 1990DATE AMENDED September 20, 1994DATE AMENDED February 13, 1998TYPE OF TREATMENT DisinfectionSOURCE SpringDESIGN CAPACITY 18 existing connections (14 trailers, 2 houses, and 2 stores)DESCRIPTION OF SYSTEM:

The spring is located approximately 500 feet northeast of Route 100, approximately 0.2 miles southeast of the intersection of Route 100 and 601. The spring and approximately 100 acres of watershed above the spring are owned by Charles W. Dulaney, Jr. There are two spring collection boxes. One is located approximately 3 feet upslope of the other. The upper box flows into the lower box and then flows through approximately 20 feet of exposed 1 inch diameter pipe to a 5 foot x 8 foot x 4 foot tall cinderblock storage tank which serves as a chlorine contact tank.

Chlorination equipment consists of a chemical metering pump capable of delivering ^(Stenner) ~~22~~ gpd and a 5 gallon solution crock. The metering pump continuously feeds a sodium hypochlorite solution to the contact tank.

Water then flows by gravity to a 1200 gallon cylindrical fiberglass storage tank located near the cinderblock tank and then to the distribution system. The purported yield of the spring is 6 to 8 gpm.

A flow meter is located on the discharge pipe of the fiberglass storage tank.

Design Basis: Source Capacity = unknown
Storage Capacity = $2400 \div 200 = 12$ ERC

Because of the unknown source capacity and marginal storage capacity, the design capacity is limited to the existing 18 connections.

WLR/bhc

DOCUMENT PREPARED BY (PLEASE RETURN TO):
Patrick K. Moore, P.C., 520 West Main Street, Radford, VA 24141
VSB #36181

TITLE INSURANCE: Fidelity National Title Insurance Company

CONSIDERATION: \$17,000.00

TAX ASSESSMENT: \$119,042.00

ACCOUNT #: 000020934; TAX MAP #: 009-001-0000-016C (portion of)

GRANTEE ADDRESS: 7890 Cleburne Blvd Dublin Va 24084

THIS DEED, made and entered into this 25th day of June, 2024, by and between DULANEY PROPERTIES, LLC, a Virginia limited liability company, part of the first part (GRANTORS), and CHARLES MCDONALD, party of the second part (GRANTEE).

W I T N E S S E T H:

THAT FOR and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the party of the first part, the said party of the first part does hereby bargain, sell, grant, and convey, with General Warranty and Modern English Covenants of Title, unto the said CHARLES MCDONALD, all that certain lot or parcel of land, with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Massie Magisterial District of Pulaski County, Virginia, and being more particularly described as follows, to-wit:

BEING all of New Lot A, containing 17.576 acres, as shown on a plat entitled "Plat Showing Subdivision of Tax ID. #009-1-16C Hereby Creating 1 New Lot Surveyed for: Charles W. Dulaney, Jr. on the banks of Little Creek Located on the West Side of V.S.R. #100 "Cleburne Boulevard" Massie Magisterial District, Pulaski County, Virginia." A copy of said plat is of record in the aforesaid Clerk's office as Instrument Number 202401693.

AND BEING a portion of the same property conveyed to Dulaney Properties, LLC, a Virginia limited liability company from Charles W. Dulaney, Jr. by Deed dated August 3, 2022, recorded in the

Clerk's Office of the Circuit Court of Pulaski County, Virginia as
Instrument Number 202301278.

THIS CONVEYANCE is made subject to all easements, rights-of-way, restrictions, covenants and conditions of record to the extent that they may lawfully apply to the hereinabove described property.

**THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A
CURRENT SURVEY OR TITLE SEARCH PREPARED BY THIS OFFICE.**

**NO LEGAL OR TAX ADVICE WAS PROVIDED BY PATRICK K.
MOORE, PC IN CONJUNCTION WITH THE PREPARATION OF THIS
DOCUMENT.**

The remainder of this page is left intentionally blank.

WITNESS the following signature and seal.

**Dulaney Properties, LLC,
a Virginia limited liability company**

Charles W Dulaney (Seal)
Charles W. Dulaney, Member

STATE/Commonwealth of Virginia
CITY / COUNTY OF Radford, TO-WIT:

The foregoing instrument was acknowledged before me this
25th day of June 2024, by Charles W. Dulaney, Member of Dulaney
Properties, LLC, a Virginia limited liability company.

My commission expires January 31, 2026

Registration number 2223152

Patricia Ann Cosmato
Notary Public



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 6th 2025, between Dulaney Properties LLC by and through Jacob Harrell as POA of Charles W Dulaney Jr. 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 Pulaski, Virginia, and described as:

Consisting of +/- 4.448 acres and improvements; Parcel ID: 020-A-0042; Instrument #202401693; Tax ID R020934 0

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 \$5,000 (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 May 7th 2025 ("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.

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

Seller's Initials _____

Purchaser's Initials _____

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 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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

NOTICE

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

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

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

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions

Seller's Initials _____

Purchaser's Initials _____

relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

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

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

6. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the

Seller's Initials _____

Purchaser's Initials _____

prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

(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.

(j) **Other.** Auction is subject to VA Statute 55.1-1308.2. Seller must notify all tenants in writing of the intent to sell at least 60 days prior to selling. Tenants shall have those 60 days to purchase property at an agreeable price to seller. More information on the code can be found at <https://law.lis.virginia.gov/vacode/title55.1/chapter13/section55.1-1308.2/>.

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.

Dulaney Properties LLC by and through
Jacob Harrell as POA of Charles W. Dulaney Jr.

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____

NOTICE:

The Virginia Manufactured Home Lot Rental Act provides (with some exceptions) that the owner (the "Park Owner") of a manufactured home park (the "Park") provide written notice to the each tenant of a lot in the Park (the "Park Tenants") if the Park Owner is in receipt of an offer from a third party to purchase the Park ("Notice of Receipt of Offer of Purchase") and accepts such offer. Prior to accepting the offer, the owner of the manufactured home park must consider other offers to purchase the Manufactured Home Park from a tenant group representing of least 25% of the tenants with a valid lease. At the same time the Park Owner sends the Notice of Receipt of Offer to Purchase to each of the Park Tenants, a copy of such notice also is sent by the Park Owner to the Virginia Department of Housing and Community Development to post on the Department's website. (See Section 55.1-1308.2 of the (code of Virginia <https://law.lis.virginia.gov/vacode/title55.1/chapter13/section55.1-1308.2/>).

The Department keeps the Notice of Receipt of Offer to Purchase posted on the Department website until the Park Owner sends a written notice to the Department that the Park has been sold to a third-party (the "Notice of the Park Sale to a Third Party"), is no longer offered for sale, or the transaction does not go to settlement. The Park Owner is required to give the Notice of Receipt of Offer to Purchase and include in any such purchase contract a provision that states that the purchase contract is contingent upon the Park Owner considering any offers from a tenant group, representing 25% or greater of existing tenants, received by the Park Owner within 60 days after the date the Notice of Receipt of Offer to Purchase is given to the Tenants.

Certificate of Giving Notice (Pursuant to Sections 55.1-1200 and 55.1-1201)